2308

SUPREME COURT OF THE UNITED STATES.

No. 128.

ALBERT CAGE AND HENRY HAYS, EXECUTORS OF ROBERT H. CAGE, DECEASED, APPELLANTS,

v.

ALEXANDER A. CASSIDY ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES, FOR THE SOUTHERN DISTRICT OF MISSISSIPPI.

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ROBERT H. CAGE'S EXECUTORS,
v.
ALEXANDER CASSIDY et al.
} In Chancery. No. 248.

Pleas, before the honorable Samuel J. Gholson, District Judge of the United States, at a Circuit Court of the United States, in and for the Ninth Circuit, and Southern District of Mississippi, begun and held at the City of Jackson, on the first Monday of November, in the year of our Lord one thousand eight hundred and fifty-seven.

Be it remembered, that heretofore, to wit, on the 1st day of August, A. D. 1853, the Complainant, Robert H. Cage, by his solicitors, Miles Gibbes & Bowman, filed his bill of complaint herein, against the said defendants, in the words and figures following, to wit:

Bill.

Circuit Court of the United States, for the Southern District of Mississippi. To November Term, 1853.

To the Judges of the Circuit Court of the United States, for the Southern District of Mississippi. Robert H. Cage, a citizen of the State of Mississippi, and resident of the Southern District, brings this his bill against Alexander A. Cassidy, William E. Douglas, and William H. Hall, citizens of the State of Tennessee, and Richard Griffiths Marshal, of the Southern District of Mississippi.

Your orator complains and says, that in the year 1839, Henry L. Douglas, then being a citizen of Madison County, Mississippi, departed this life intestate, and in October, 1839, the Probate Court of Madison County granted letters of administration upon his estate to defendants, Hall and Douglas, and in June, 1841, said administrators, being required to give new security upon their administration bond, your orator became their surety in a bond with a penalty of sixteen thousand dollars.

And your orator would further show unto your honors, that said H. L. Douglas left a widow, Mary B. Douglas, who afterwards intermarried with defendant, Cassidy, and one child, Henrietta, for whom said Cassidy qualified as guardian.

Your orator would further show, that said administrators, at the time of the grant of letters, resided in the State of Tennessee, and have ever since resided there, and your orator resided in Mississippi; and your orator having full confidence in the integrity and business qualifications of said Hall and Douglas, paid no attention to the administration of said, but believed then, and believes now, that the estate was fairly and prudently managed.

Complainant further shows, that in December, 1848, defendant Cassidy obtained an order of the Probate Court of Madison County, revoking the letters of administration of Hall and Douglas, and a grant of letters of administration de bonis non to himself, without any sort

of process or notice, actual and constructive, to said administrators, which order of the Madison Probate Court is embodied in the record of said Court herewith filed, marked Exhibit A, and prayed to be taken as part hereof, and, as will further appear by reference to said record, at the July Term, 1849, at said court. It was ordered, upon the motion of Cassidy, that the matters of account prayed for in his petition be referred to the clerk for a report, which order was forthwith complied with.

Neither the said Hall or Douglas being brought before the court in any way, or notified of the taking of the account, or any proceeding of the court thereon, they then being in fact in the State of Tennessee, said report made out an indebtedness from Hall and Douglas to the estate of $6287 21, and the court go on (see page seven) to decree upon said report, that Hall and Douglas was indebted to the estate said sum, and that they pay the same to said Cassidy, administrator de bonis non of said estate. And afterwards, see Exhibit H, said Cassidy (still giving no notice to the parties interested) took a decree in said court for distribution of said sum to his wife and ward.

Further complaining, your orator shows unto your honors, that Charles G. Saunders, a creditor of the estate of said H. L. Douglas, obtained judgment against complainant and the administrators, Hall and Douglas, for about $573 and costs, which has been settled by complainant in March, 1848. Said Cassidy and wife, and said Henrietta Douglas, by her guardian, Cassidy, also instituted their suits against complainant on the administration bond in your honorable court, and on the 22d of May, 1850, for about $3575 each, with interest and costs, making in the aggregate about $7150, which judgments were predicated entirely upon the before-mentioned decree of the Probate Court of Madison County, there being no other evidence whatever of any breach of the bond or indebtedness by the administrators. Your orator employed no counsel to defend said cases, or to put them in a condition for appeal, in fact, did nothing in the matter. Counsel did appear in the cause, your honor has been informed, employed by Douglas, one of the administrators, but complainant gave himself no trouble about the matter, for the reason, that at the time he knew nothing of gross error in stating the account in Madison Probate Court, and the fraud practised by Cassidy, and mainly because Cassidy, previous to the institution of said suits, stated to complainant that he, Cassidy, had some difficulty in getting the administrators to a settlement. That he would have to sue complainant as their surety in order to force them to a settlement, and to ascertain and adjust the true balance due from them, admitted they were entitled to credits, and that his object was not to force collection from your orator, that your orator need have no uneasiness about it, or put himself to any trouble or expense about the suit. Gen. Hall (Mrs. Cassidy's father), with whom Cassidy was then liv-

ing, also stated in letters to your orator, that such was the object of the suit.

Gen'l Hall, being the father of Cassidy's wife, the father of one of the administrators, and uncle of complainant, full reliance was placed by your orator upon his communications upon the subject, and what he wrote was in consequence of conversations which he, Hall, had had with Cassidy. Complainant is unable to find all the letters written on this subject, but herewith annexes two of Cassidy, and two of Gen'l Hall, marked B, C, D, and E, which, your honor will perceive, were all calculated to render your orator indifferent to the result of the suits which were instituted, and prevented your orator from looking into the errors and omissions in the report of the Probate Clerk of Madison County. Executions were issued upon the judgments against your orator, upon the administration bond; and, after Cassidy's statement in person to your orator, and his and Gen'l Hall's letters, your orator was greatly surprised that a levy was made upon his property. Your orator made a trip to Tennessee, to see Mr. Cassidy on the subject; he promptly disavowed the *the* action of the marshal, reiterated his purposes to be, not to collect anything from your orator under the judgments, but to enforce a settlement, through your orator, with the administrators; and he proposed that your orator should settle the judgments by giving a note, payable to him, Cassidy, for the amount of the judgments, at twelve months from date, which your orator, still not suspecting any fraudulent action on the part of Cassidy, complied with, giving the note, or bond rather, for the amount of said judgment, $6822 86, dated 14th March, 1851; and your orator paid off the costs, $331 62; said Cassidy assuring your orator that he would, at an early day, have the settlement with the administrators, allow them all proper credits, and fully and equitably adjust the whole matter at issue. Your orator, after awaiting this settlement for some time, became uneasy about this long-delayed settlement, determined to go to Tennessee, get the parties together, and have the matters in dispute all adjusted. Your orator wholly failed in this, and became satisfied that a just and fair settlement was not Cassidy's object. In the attempted negotiations, Cassidy admitted the true indebtedness did not exceed three thousand dollars; this, Hall and Douglass refused to pay, and insisted they did not owe it. Your orator proposed paying Douglas's part of the amount claimed, $1500, to be quit of it; Cassidy refused to take it from your orator, did not want your orator "to pay anything." Complainant, being fully satisfied that Cassidy did not intend or desire any settlement, at once filed his bill in the Chancery Court, Sumner County, Tennessee, where all the parties resided, at least all but Cassidy; and in said bill prayed on an account and settlement of the affairs of the estate of H. L. Douglas, and the true amounts due from Hall and Douglas, as administrators, to be ascertained; and also prayed an injunction to restrain Cassidy from suing on or proceeding in any

manner, to enforce the collection of the bond or note, which complainant had given in liquidation of the judgments against him on the administration bond. The injunction was granted, regularly issued, and served upon Cassidy by the proper officers; said case will probably be ready for final hearing, in the Sumner Chancery Court, at the fall term next ensuing. Notwithstanding the pendency of this case in the Chancery Court of Sumner, by which all the matters in controversy might be settled, and notwithstanding the injunction which had been served upon Cassidy, he instituted his suit in your honorable Court upon the note given in satisfaction of the beforenamed judgments, and at the November Term, 1852, obtained judgment thereon for $7164 02, and, by agreement of counsel, without the knowledge or any instruction from complainant, a stay of execution for a portion of said judgment. Execution issued thereon to the May Term, 1853, and your orator was compelled to bond, and execution upon the bond was now issued, and is in the hands of the marshal, who will, unless restrained by your honors, proceed to collect the same.

Your orator further charges, that, even if the amount claimed was due upon the judgments on the administration bond, so far as the judgment against complainant is concerned, which was rendered in favor of Cassidy, as guardian, the bond given in satisfaction was no payment; and further, Cassidy has now no authority to receive said money, as administrator or guardian, having no letters of guardianship or administrator, and never having charged himself as such with the sums claimed.

Further complaining, your orator shows unto your honors, that upon a fair settlement of the accounts of Hall and Douglas's administrators, they are indebted very little if anything to said estate. The ex parte report of the Probate Clerk of Madison, upon which the assumed liability of your orator is predicated, is grossly false and unjust. The item of $2960 84, charged to the administrators, per 5, Ex. A, being note of Edwards, and interest, is improperly charged to the administrators. Your orator is informed by them and believes, that the note was used by the administrators in discharging a debt due from intestate to Mrs. Sarah Glass, or most of it was thus disposed of; the payment of the debt to Mrs. Glass they have no credit for. On same page they are charged with judgment and interest, case *v.* W. S. Bailey, $422 16; was not collected by the administrators at all, but paid to a creditor of the estate, for which payment no credit is given; Sarah Douglas's note and interest, $1334 50, and account; next item, $659 12, was not collected by the administrators, but settled by offsets, and ordered by the Sumner County Chancery Court to be given up and cancelled, which will appear by record, marked Exhibit F, prayed to be taken as part of this bill.

Your orator believes there are other errors in the accounts, but

these enumerated amounts to $5376 62, which are palpably wrong. Your orator is well assured by the administrators that Cassidy knew of these transactions, and had in his possession vouchers and papers given him by the administrators, which would have enlightened the Probate Court of Madison on this subject, if they had been produced, and which would have produced a materially different result in the summing.

Your orator states and distinctly charges that this decree of the Probate Court was secretly and fraudulently obtained, and your orator had no notice of it, for the reason before stated, and the spurious promises of Cassidy, until after your orator liquidated the judgments first obtained. Your orator herewith filed the record of the case now pending in the Chancery Court in Sumner County, marked Exhibit G.; and your orator solicits your honor's attention particularly to the answer of William E. Douglass, pp. 21 and 22, Exhibit G. It is a clear explicit showing of their action as administrators, and it is clearly manifest from this showing, that said administrators are not indebted to the estate of H. L. Douglas a solitary cent; but, on the contrary, allowing them a commission on their expenses, the estate is indebted to them.

Your orator would further show unto your honors, that Hall and Douglas prosecuted their writ of error to the High Court of Errors and Appeals, to revive the decree of the Probate Court of Madison County, in which distribution was ordered of the funds found by the before-named report of the clerk to be due; and said Court has recently revived and annulled said decree, as will fully appear by reference to the record from the High Court, herewith filed as Exhibit H., and prayed to be taken as part hereof. In consequence of said judgment of the High Court, there is nothing to support the judgment against your orator on the administration bond, and the note and judgment subsequently taken, and there is an utter failure or want of consideration, which has occurred subsequent to the judgment against your orator now sought to be enjoined. Your orator was surety for Hall and Douglas. Hall and Douglas, the principals, are liable for nothing. All the parties stand precisely as they did before any action of the Probate Court of Madison, upon the account of the administrators, and the distributees have their legal remedy upon the administration bond.

Your orator had hoped that this business, connected with the estate of H. L. Douglas, would have been fairly and shortly settled between the parties in interest, and your orator be relieved from the trouble and annoyance and expense he has been so long subjected to on account of this business, as in conscience and equity they ought to have done. But so it is, under various pretences they have failed to do so, and inasmuch as your orators are without remedy at law, and can only be relieved in this Court, to the end, therefore, that said defendants may full, true, and perfect answers make to the mat-

ters and things herein stated, and charge upon their respective corporal oaths, as well from their own knowledge as from information and belief, and especially that said Cassidy may answer the following interrogatories:

1st. Did you not, before the suit on the administration bond against complainant, and afterwards, or either, assure and state in substance to complainant that your object was not to enforce collection from him, but to force the administrators to a settlement through Cage; did you not tell him to give himself no trouble about the matter, or matters of the like import?

2d. Did you not have conversation with Gen. Hall to this effect: know that Cage was in correspondence with him, and know that Hall would write to Cage, stating your object not to collect from him, but to force a settlement with the administrators? Did you not authorize Hall so to inform Cage, or expected him to do so, and did you not know he did do it?

3d. Did you not know and admit, that Hall and Douglas's debt to estate of H. L. Douglas did not exceed $3000; did you not refuse to take Douglas's half of it from Cage, and state he should not pay it, and you would take it from Douglas's?

4th. Did you not know, or have reason to believe at the time of the statement of account by the Probate Court of Madison County, that the item in said report of $2960 84, Edwards' note and interest, was not collected by the administrators, but paid to Mrs. Sarah Glass in discharge of a debt she had against the estate, and is not that the disposition made of it?

5th. Did you not know, at the time of the report aforesaid, that the Bailey judgment was not collected by the administrators, but used in payment of a just debt of the estate, and is not that the fact?

5th. Did you not know that the items of $1334 50 and $659 12 were wrong at the time of the report, and that those sums were not received by the administrators, but settled in the case of Hall and Douglas, administrators, *v.* Sarah Douglas, in the Sumner County Chancery Court, and were they not so settled?

6th. And did you not have papers connected with these items intrusted to you by the administrators, when you came to Mississippi, to qualify on the estate, and other vouchers, which you did not present to the court, and do you not know of other vouchers belonging to the administrators, not here mentioned? If so state them.

Your orator prays a subpœna may issue for said Cassidy, to be served on his attorney, A. H. Handy, who is the attorney of record in the case, and ought to be enjoined, and when defendants Hall and Douglass shall come within the jurisdiction of the court, subpœnas shall issue for them.

May it please your honors also to grant your orator a special writ of injunction, issuing out of your honorable court, commanding and

enjoining upon said Cassidy and his attorneys, and particularly said Handy, and also said Griffith, marshal, to abstain from levying execution emanating upon the judgment against complainant at the suit of A. A. Cassidy against said Cage, for $7164 12, rendered at November Term 1852, or taking any steps in its collection until further order of your honorable court; and upon a final hearing, your orators prays the true amount of indebtedness may be settled by decree, and that the parties be perpetually enjoined from the collection of the before-described judgment against your orator, and for such other and further relief as your orator may be entitled to, as in duty bound will ever pray, &c.

W. R. MILES, GIBBES & BOWMAN.

United States of America, Southern District of Mississippi.

Personally appeared before the undersigned, commissioner of affidavits, &c., for said district, Robert H. Cage, who made oath, that the matters set forth in the foregoing bill, as of his own knowledge, are true, and those derived from the information of others he believes to be true.

ROBERT H. CAGE.

Sworn and subscribed this 16th day of June, A.D. 1853.

W. H. BROWN,
United States Commissioner, So. Dis. Miss.

I hereby waive notice of the time of applying for an injunction in this case, and agree that it may be made to Hon. Saml. J. Gholson, Judge, &c., at any time after the expiration of ten days from the 24th June, 1853.

A. H. HANDY,
Atty. for A. A. Cassidy in the within-stated judgment.

The clerk of the Circuit Court of the United States, for the Ninth Circuit and Southern District of Mississippi. Let injunction and subpœna issue as prayed for, upon the complainants entering into bond, with security to be approved of by you, in a penalty equal to double the amount of the judgment at law, conditioned according to law.

Given under my hand this 7th day of July, 1853.

S. J. GHOLSON,
Judge U. S. D. C. for Miss.

Exhibit A.

State of Mississippi, Madison County.

We, the undersigned, being appointed by the Probate Court of said County, to appraise the personal estate of H. L. Douglass, de-

ceased, certify the following to be the property appraised, after being duly qualified.

Ansel, aged 25,	$1000 00
Edmund, aged 25,	800 00
Jane, aged 20,	700 00
Matilda and child, aged 20,	800 00
Dick, aged 12,	700 00
Lucretia, aged 20,	700 00
Sarah, aged 17,	$700 00
Four horses $255, and two mules $150,	405 00
Two cows and calves and one yearling,	50 00
Three beds and furniture,	150 00
Tables and chairs,	30 00
Kitchen furniture,	15 00
Wagon and harness,	200 00
Farming utensils $83 50, stock of hogs $200,	283 50
Set of carpenters tools,	20 00
Hand mill $5, grind-stone $3,	8 00
Shovels, and one pair tongs,	5 00
	$6566 50

Given under our hands and seals this 2d of November, 1839.

CHARLES MOORE, [SEAL.]
A. G. ANDERSON, [SEAL.]
LEWIS FINLEY, [SEAL.]

Examined and received, and ordered to be recorded, November Term, 1839.

WILL S. BAILEY,
Judge of Probate.

Supplemental Inventory.

We, the undersigned, being appointed by the Probate Court of Madison County, Miss., to appraise the property of Henry L. Douglas, deceased, after being duly qualified say, that we have this day appraised a

Negro woman named Lind, 26 years old,	$800 00
Emeline, 13 years old,	700 00
Sam, 6 years old,	400 00
Hamel, 2 years old,	200 00
	$2100 00

Given under our hands and seals, this tw..ty-fifth day of November, 1839.

CHARLES MOORE, [SEAL.]
LEWIS FINLEY, [SEAL.]
A. G. ANDERSON, [SEAL.]

Examined and received, and ordered to be recorded, November Term, 1839.

WILL S. BAILEY,
Judge of Probates.

Inventory of Notes, &c.

List of notes belonging to the estate of Henry L. Douglas, dec'd, and given on the 20th of January, 1840. Rendered to the Probate Court of Madison County, at the December Term, 1840.

Mary B. Douglas's note, ...	$2005 00
Elizabeth Douglas's note, ...	1040 00
Sarah Douglas's note, ...	785 00
	$3830 00

Examined, received, and ordered to be recorded, December Term, 1840.

WILL S. BAILEY,
Judge &c.

State of Mississippi, Madison County, *ss.*

Personally appeared before me, John T. Cameron, clerk of the Probate Court of said County, William H. Hall, one of the administrators of H. L. Douglas, dec'd, who being duly sworn, deposed and said, that the above inventory of notes belonging to said estate is just and true.

WM. H. HALL.

Sworn and subscribed before me, this 1st day of December, A. D. 1840.

JOHN T. CAMERON,
Clerk.

A. A. CASSIDY and MARY B. CASSIDY, his wife,
v.
WILLIAM H. HALL and WM. E. DOUGLAS, Admrs. of HENRY L. DOUGLAS.

In the Court of Probates of Madison County. December Term, 1848.

On hearing of the petition in this case, and it appearing to the satisfaction of the Court that William H. Hall and William E. Douglas, administrators of Henry L. Douglas, deceased, have failed to render any account of their administration since February Term, 1845, of this Court, and that since that time, said administrators have been non-residents of this State, and beyond the jurisdiction of this Court. And it further appearing to the Court, that said Hall

and Douglas, administrators, as aforesaid, are willing and consent that the letters of administration granted to them by this court should be revoked.

It is, therefore, ordered and decreed, that the said letters of administration be and are hereby revoked, and that all power and authority thereby granted cease and determine from this day hence.

It is further ordered, adjudged, and decreed, that letters of administration of all and singular the rights and credits, goods and chattels and effects of the said Henry L. Douglas, deceased, in the hands of the said Hall and Douglas, and unadministered by them, be granted and committed to A. A. Cassidy, on his giving bond in the penal sum of four thousand dollars, with good and sufficient security.

It is further ordered, adjudged, and decreed, that the said William H. Hall and William E. Douglas pay and deliver to the said A. A. Cassidy, administrator de bonis non, as aforesaid, all the rights and credits, moneys, property, and effects belonging to the said estate, and in their hands as administrators, or due from them on account of said administration.

December 12th, 1848.

J. B. HOWCOTT,
Judge of Probates.

Probate Court, July Term, 1849.

A. A. CASSIDY, Adm'r. de bonis non of H. L. DOUGLAS, deceased,
v.
HALL and DOUGLAS, Adm'rs. of H. L. DOUGLAS, deceased.

Petition for Account, &c.

On motion of petitioner in this case, it is ordered, that the matters of account, prayed for in the said petition, be, and are hereby referred to John T. Cameron, Clerk of this Court, as commissioner, to state and report the amount of said estate which came to the hands of the said Hall and Douglas, administrators of Henry L. Douglas, to be administered, and that the net amount due and unaccounted for by said Hall and Douglas, administrators, and for which they are now in arrears to the said estate.

To the Honorable Jno. B. Howcott, Judge of the Court of Probates of Madison County.

The undersigned commissioner, appointed to state and report an account between A. A. Cassidy, administrator de bonis non, and Wm. H. Hall and W. E. Douglas, late administrator of Henry L. Douglas, deceased, respectfully submits the following report.

In discharging the duty assigned him, the undersigned proceeded to examine the various reports, settlements, and returns made by Hall and Douglass, former administrators of Henry L. Douglas, deceased, which remain of record on file in the Probate Clerk's office of Madison County, Mississippi, and presents the following as the result of his examination. He finds the total aggregate of the estate, as shown by the accounts of sales of the personal estate of said deceased, to be $9046 36

1841, Oct. 26.

That in the first annual settlement rendered by said Hall and Douglas, they charge themselves with cash received,	$659 23	
From which deduct vouchers allowed by court, ...	461 24	
	197 99	
Interest from 26th Oct., 1841, to 10th July, 1849, at 8 per ct., . . .	122 09	
		$320 08
1842, Oct. 26.		
Cash collected, as reported by administrators this day, ...	369 75	
Deduct amount of vouchers allowed by court, ...	159 52	
	210 23	
Interest on this amount, from 26th Oct., 1842, to 10th July, 1849, at 8 per ct.,	112 81	
		323 04
1843, Dec. 4.		
Cash collected, as reported by administrators, ...	2057 59	
Deduct amount of vouchers allowed by court, ...	1847 50	
	210 09	
Interest on this amount, from 4th Dec., 1843, to 10th July, 1849, at 8 per ct.,	100 52	
		319 61
1843, Dec. 21.		
Cash received of R. O. Edwards, on his note due 17th July, 1842, at 8 per ct.,	1900 00	
Interest on same, from 17th July, 1842, to 10th July, 1849, at 8 per ct., .	1060 84	
		2960 84

1844, Dec. 21.

Cash collected, as reported by administrators,	$1453 40	
Deduct amount of vouchers allowed by court,	640 00	
	813 40	
Interest on same, from 21st Dec., 1844, to 10th July, 1849, at 8 per ct.,	295 52	
		$1108 92
Cash collected on judgment *v.* W. S. Bailey,	312 72	
Interest to 10th July, 1849, at 8 per ct.,	109 44	
		422 16

Judgment rendered 10th Feb., 1845.

This item is allowed upon the testimony of W. S. Bailey, and is sustained by the records of the Circuit Court.

Amount of purchases made by H. A. Garnett, at sale, and not accounted for by administrators,	30 00	
Interest from 10th Oct., 1840, to 10th July, 1849,	21 00	
		51 00
Amount of difference between account of sales and note, taken from E. H. Douglas,	10 00	
Interest on that amount, from 10th Oct., 1840, to 10th July, 1843,	7 00	
		17 00
Amount of Sarah Douglas's note, due 10th Oct., 1840,	785 00	
Interest on same to 10th July, 1849,	549 50	
		1334 50
Amount of Sarah Douglas's account, returned by administrator, Oct., 1841,	387 73	
Interest on same, from Oct., 1841, to 10th July, 1849,	271 39	
		659 12
The administrators are also chargeable with the market value, at the time they administered, of $110, bills of the Citizen's Bank of Madison County, say 60 cts. in the dollar,	66 00	

Interest on same, from 1st Nov., 1839, to 10th July, 1849, at 8 per ct., . .	$46 20	
		$112 20
		$7628 47

CR.

The said administrators are entitled to the following credits, as admitted by A. A. Cassidy, the present administrator, viz.:		
By amount of Wm. E. Douglas's order on J. J. Guion, ...	$100 00	
By amount of vouchers approved, but not filed, ...	698 48	
By amount of commissions allowed by the Court to said administrator, say 6 per cent. on amount of estate, as shown by account of sales, ...	542 78	
		1341 26
Balance in favor of estate this 10th day of July, 1849, for which said administrators are now in arrears to said estate, ...		$6287 21

JOHN T. CAMERON,
Commissioner.

Probate Court, July Term, 1849.

A. A. CASSIDY, Adm'r. de bonis non of Henry L. Douglas, Petitioner,
v.
WILLIAM H. HALL and WILLIAM E. DOUGLAS, Administrators of Henry L. Douglas, deceased, Respondents.

Petition for Account, &c.

This cause coming on to be heard upon the petition and matters of record therein referred to, and the said petition having been duly taken as confessed against the respondents, William H. Hall and William E. Douglas, administrators of Henry L. Douglas, and the matters of account mentioned in said petition having been referred to John T. Cameron, clerk of this Court, as commissioner, to state and report to this Court the amount of the entire estate of said decedent which has come into the hands of said respondents, to be administered; and also the amount which said respondents are in arrears, and indebted to the said estate on account of their administration thereof; and the said commissioner, having made his report, by

which it appears that the entire amount of said estate, in the hands of said respondents to be administered, was in value of the sum of nine thousand and forty-six and $\frac{36}{100}$ dollars; and that the said respondents were in arrears to and indebted on account of the administration of said estate in the sum of six thousand two hundred and eighty-seven and $\frac{82}{100}$ dollars, on the 10th day of July, A. D. 1849, which said report having been duly confirmed, and this Court, being sufficiently advised of the matters embraced in said petition and account; it is therefore, on this 10th day of July, A. D. 1849, ordered, adjudged, and decreed by the undersigned, Judge of Probates in and for the county aforesaid, in the State of Mississippi, that the said respondents be, and they are hereby allowed the sum of five hundred and forty-two $\frac{78}{100}$ dollars, being 6 per cent. for commissions on the sum of nine thousand and forty-six and $\frac{36}{100}$ dollars, the entire amount of said estate reported, as aforesaid, to have come to their hands to be administered. It is further ordered, adjudged, and decreed, that the said respondents, William H. Hall and William E. Douglas, administrators as aforesaid, forthwith pay over and satisfy to the said petitioner, A. A. Cassidy, administrator de bonis non, as aforesaid, the sum of six thousand two hundred and eighty-seven $\frac{82}{100}$ dollars, above found to be due and unpaid by the said respondents to or on account of the administration of the said estate of Henry L. Douglas, deceased.

July Term, 1852.

In the matter of the final settlement of the estate of Henry L. Douglas, deceased.

And the final account of A. A. Cassidy, administrator de bonis non of the goods and chattels, rights and credits, of Henry L. Douglas, deceased, coming on to be audited and allowed at this term, and the administrator aforesaid having appeared, and filed proof of notice of the presentation thereof in manner and form directed by law, and the order of this Court; and no person interested in the settlement or distribution of said estate having appeared or made exception thereto as stated, and this Court, after examining and auditing the said account, being satisfied, that the same is in all things correct, and that all of the charges therein, and for which allowance is prayed, are legally and properly vouched for, and that the said account is properly stated, doth order that the same be in all things allowed, including the sum of thirty and $\frac{10}{100}$ dollars, the same being seven per cent. on the amount returned to this Court, which is $430; and that said account be recorded; and it appearing to the satisfaction of the Court, that the estate of said Henry L. Douglas, deceased, is indebted to the said administrator in the sum of 10,942$\frac{86}{100}$ dollars, the balance due him on said final account.

It is thereupon ordered, adjudged, and decreed by the Court, that

said administrator be, and he is authorized to retain in his hands, out of the assets and effects of said estate, the said sum of $10,942 $\frac{86}{100}$ due to him as aforesaid; and that upon payment of all costs of said administration, he be released from further liability and attendance on this Court.

The State of Mississippi, Madison County, *ss.*

I, John T. Cameron, Clerk of the Probate Court of said County, hereby certify the foregoing transcript to be a full, true, and perfect copy of the inventory and appraisement, supplemental inventory, inventory of notes, &c., of the estate of Henry L. Douglas, deceased, the order revoking the *the* letters granted to Hall and Douglas, the order appointing commissioner to state an account, &c., the report of said commissioner, and decree of the Court thereon, and the decree on final settlement of A. A. Cassidy, administrator de bonis non of said H. L. Douglas, deceased, as the same remain of record and on file in my office.

Given under my hand and seal of office, at Canton, this 16th day of May, A. D. 1853.

JOHN T. CAMERON,
Clerk.

Exhibit B.

S. Bt., Tennessee, 1st April, '48.

Dear Sir:

Some ten days ago Mr. Hall came to Nashville, and said he could not, and Wm. Douglas would not, go to Canton to attend to business connected with the estate of H. L. Douglas, deceased, and that I must go.

I accordingly did go, but too late to be there in time to pay the residue of the debt in Sanders's hands, which I went prepared to do.

Mr. S.'s lawyer told me you had transferred the debt on Bailey, and paid the balance. This transfer shall be confirmed, if confirmation be needed. The $100 to Blackmore was right, provided, interest was allowed on it by Sanders. The $250 was paid to Sanders, 26 Dec., 1846, consequently interest had to be allowed from that time. The balance of $110 (as Mr. Singleton informed me) shall be paid you by me in any way you choose. I may be able to obtain a bank check on Jackson, but do not know. I must request of you to make me a copy of the bill of debt and costs, and send it to me at Nashville, and say to where I shall send the money. I am mortified, and so is Mary and William Hall that you have any trouble about this. I trust it is the last, at least rest assured, I will do all I can to avert it. Till now I have refused to have anything to do with the estate, believing it to be in competent hands, and that it was well attended to, but I now think it has been sadly neglected. My mind is made up as to the proper course for me to pursue, bearing the relation I

do to Mary and Henrietta. Do me the favor to send the copy requested at an early day.

Your friend,
A. A. CASSIDY.

Norvell Douglas doubtless told you of the bill sued on by the bank, he being defendant. Yesterday I saw Guion about it, and we called at the clerk's office and read the papers over. (He thinks, or rather his partner does), the points of defence made by Douglas are good and he will cast the bank. I employed Guion to aid in the case. It will be tried in May. This will be good news to you, no doubt, and I will rejoice that you will escape as well as Douglas. All that I can do to assist him shall be done.

C.

C., in Gen. Hall's deposition.

LOUISVILLE, KENTUCKY, 29 Sept., 1849.

Mr. Robert Cage:

Dear Sir,—I have intended writing to you for some weeks past, but owing to my being engaged in removing to this city, and taking up my abode here, have not had time till now.

I read a letter you wrote to Gen. Hall about the liability you are under for, the administrators, Hall and Douglas. I should have, as near as I could, the amount you will be liable for, after all credits are allowed, and I hope to be able to work the matter so as to reduce the deficit of H. and D. to less than $2000, and if I can, you may rest assured you shall be relieved entirely, for it is a hard lot to pay in such a case.

I shall be at Jackson this winter. May be there at court, and will then show you what prospects there is of relieving you, and to what extent.

The debt you paid to C. G. Sanders of $216 93, less to be paid Blackmore $100, has not been paid by the administrators, or recognized in any way. I fear you will have to sue them and then get nothing. In a trade I had with Dr. Blackmore, I took the $100 debt due him by Sanders, and must look to Sanders for it, and he will look to you, of course. I presume a process has been served on you before now, in order that the deficiency may be shown by the court against H. and D. My lawyer advised me, I must see you and obtain a decree before my claim would be established against them, they being non-residents.

Your friend,
A. A. CASSIDY.

A., in Gen. Hall's deposition.

Exhibit D.

Copies.

LOCUSTLAND, October 1st, 1849.

Dear Robert:

Your letter of the 20th of July last I have received, and I expect by this time you are thinking that I do not intend to answer your letters, but that's not the fact. I have been sick for a considerable time back, and had to see Mr. Cassidy and Mary and William, and to come to an understanding with them on the unpleasant business of Henry Douglas's estate, and from what has taken place between them and me on that subject, I can most positively assure you, that you are not to suffer one dollar in consequence of the mismanagement of William Douglas and William Hall, on the winding up of Henry Douglas's estate. All Mr. Cassidy and Mary wants is to get at Wm. H. Douglas through you, and they are compelled to get a judgment against you for the defalcation of Henry Douglas's estate, and run it against Will. Douglas, of Tennessee, as he grabbed most of the property and money of his brother's estate, and will not come to a settlement with Mr. Cassidy; hence, they are obliged to get a judgment for what is due in Mississippi, in order to bring him to a settlement in Tennessee, and you must not fling any obstacle in the way of getting a judgment against you for what is justly due to Henry Douglas's heirs, as you are not to suffer by it. The whole object in bringing the suit against you, is to bring Will. Douglas to a settlement, and if the trifling fellow would do what is right, there is not half the amount due Henry Douglas's estate as appears due on the records of the court in your State. But I knew but little about the matter until I received your letter, and then was fretted no little; but I have given Mr. Cassidy, Mary, and William, my views on the subject, and they all agree with me that you are not to be injured, let the matter wind up as it may. The Douglases is a very strange family; they have brought up accounts against Henry Douglas to between $2500 and $3000, and is trying to swallow up all his estate, and the negroes that I loaned to my daughter Mary when she married Henry Douglas; and if justice could be done, Henry's father's estate owes his estate as much as they have got a judgment against him for. I have been very much displeased with my son William, that he ever let William Douglas get hold of the property and money of Henry's estate. He ought to have known that William Douglas would have applied the property and money to own use, and never account for it, except he was compelled; but the matter is just as it is, and I shall say no more about it.

We have had a pretty trying time this summer past with the cholera. It was quite severe in Nashville, Gallatin, and Lebanon, and ten or fifteen persons died with it in my neighborhood, and we

had several slight cases in my family, amongst our negroes, but lost none. My son Richard has been in bad health since last spring, but is now better, and I am in hopes will get well; the balance of my family are quite well, and so is all your friends as far as heard from. Richard and William and wives lives with me. William has three children, and Richard has none. Thankful also lives with me. John and Martha has moved to Texas, and settled near San Augustine, and Mary and Cassidy's family has moved last month to Louisville, Kentucky. My wife thrown from a horse about three years ago and very badly crippled; had her hip broke, and cannot ride on horseback, but can walk without a cane. I have lost the sight of my left eye three or four years back, and cannot see well with the other, as you may see by my writing. I cannot see to make a pen, and have to write with a steel pen. I would be glad you would write me when convenient. Give my love to Lucy and family, and Sarah Hays, and accept yourself my best wishes for your long life, health, and happiness, in this and the next world.

Respectfully, your uncle,

W. HALL.

Directed to "Mr. Robert H. Cage, Benton, Yazoo County, Mississippi. Mail. Post mark, Gallatin, Ten., Oct. 2d."

Examined and compared, and found this a true copy, April 28th, 1853.

W. D. SMITH.

Copy.

LOCUSTLAND, June 25th, 1850.

Dear Robert:

Your favor of the 30th of May last I have received, and that is the only letter that I have received from you since you left my house. I am truly distressed and very unhappy, at the way the business of Henry Douglas's estate is winding up, but still I think, from the arrangement that is about being made, the matter will wind up better than it now appears. Mr. Cassidy has wrote to William Douglas, since he obtained the judgment against you, that if he will come to a settlement, that he will allow all the legal vouchers that he can produce for moneys paid for Henry Douglas's estate, and give a credit on the $6200 judgment which he obtained against you; and William Douglas has agreed to the proposition, and I expect they will soon go into a settlement; and William Hall thinks that the judgment against you can be reduced to a very small amount. William Douglas is to blame about the whole matter. He would not settle with Mr. Cassidy, nor with the Probate Court in Mississippi, and his obstinacy and folly occasioned that suit, and he now comes forward and is quite willing to a settlement, when he can do no better. I very much dislike shuffling and quibbling by any man, who has any pretensions to moral honesty, and William Douglas has acted strangely

in this whole matter of his brother's estate. He got the most of the estate in his hands, and would not settle or account with the Court, or any one else for it, and what he may do hereafter in the settlement with Mr. Cassidy no one can tell, but I expect he will have to come up to the mark. My son William is quite anxious to have the matter settled, and I expect it will be done. You need not be any ways apprehensive of suffering or being injured by the judgment against you as security for Wm. Douglas and Wm. Hall, if there is any reliance or truth in man. Mr. Cassidy has always told me that you never should be injured in any way by that transaction, as he only wanted to get at Will. Douglas through you, and I expressly told him at first, that you was not to be harassed or suffer any damage in that matter, and I think I can still have it so arranged, or at least I shall try to have you saved from damage. You may lie still on your oars until the settlement is made between the parties, and how soon that will take place I cannot tell, but I expect shortly. You will have no necessity of coming up to Tennessee this summer or fall on that business, and I am in hopes never. What you tell me about Mr. Cassidy collecting the money of Saunders is really very strange to me, as Mr. Cassidy told me himself that he had paid Dr. Blackmore the money for Saunders, and I understood him to say, that the account was to stand against Henry Douglas's heirs; but let that matter be as it may, Mr. Cassidy must do the thing that is right, or him and will dissolve partnership. I shall do all that is in my power to have this unpleasant business wound up and settled, in the most satisfactory and agreeable manner to all concerned. Give my best love to Lucy and the children, and accept yourself my best wishes for your health, long life, and happiness.

W. HALL.

P.S. My family is all well, and desirous to be remembered to you and yours. I cannot see to make a pen, and see badly to write.

Directed to "Mr. Robert Cage, Mississippi, Yazoo City. Post marked, Castilian Springs, Tenn., June 25th. 10."

Examined and compared and found to be a true copy, April 28th, 1853.

N. D. SMITH.

State of Tennessee, Sumner County.

The within are true copies of the letters of Gen. Hall, proved by him in the Chancery Court at Gallatin, Tennessee, in case of Robert H. Cage *v.* A. A. Cassidy and others, determined at September Term, 1854. The originals were withdrawn by J. C. Guild, attorney for Cage, and mailed to Jackson, to be used in the case in Federal Court, between the same parties.

December 11th, 1854.

N. D. SMITH,
C. and M.

Exhibit E.

Copy.

S. Bt., Tennessee, 1st April, 1848.

Dear Sir:

Some ten days ago William Hall came to Nashville, and said he could not, and Mr. Douglas would not, go to Canton, to attend business connected with the estate of H. L. Douglas, deceased, and that I must go. I accordingly did go, but too late to be there in time to pay the residue of debt in Saunders's hands, which I went prepared to do.

Mr. Saunders's lawyer told me you had transferred the debt on Bailey and paid the balance; this transfer shall be confirmed, if confirmation be needed. The $100 to Blackmore was right, provided interest was allowed on it by Saunders. The $250 was paid to Saunders 26th December, 1846, consequently interest had to be allowed from that time; the balance of about $110 (as Mr. Singleton informed me) shall be paid you by me in any way you choose. I may be able to obtain a bank check on Jackson, but do not know. I must request of you to make me a copy of the bill of debt and costs, and send it to me at Nashville, and say to where I shall send the money. I am mortified, and so is Mary and William Hall, that you have any trouble about this. I trust it is the last; at least rest assured, I will do all I can to avert it. Till now I have refused to have anything to do with the estate, believing it to be in competent hands, and that it was well attended to, but I now think it has been sadly neglected. My mind is made up as to the proper course for me to pursue, bearing the relation I do to Mary and Henrietta. Do me the favor to send the copy requested at an early day.

Your friend,

A. A. CASSIDY.

Norvell Douglas doubtless told you of the bill sued on by the bank, he being defendant. Yesterday I saw Guion about it, and we called at the clerk's office and read the papers over. He thinks (or rather his partner does) the points of defence made by Douglas are good, and will cast the bank. I employed Guion to aid in the case. It will be tried in May. This will be good news to you, no doubt, and I will rejoice that you will escape as well as Douglas. All that I can do to assist him shall be done.

C.

The foregoing letter is superscribed, Mr. Robert Cage, Lincoln Post Office, Mississippi, and is post-marked, Vicksburg, Miss., April 6th.

Upon examination and comparison, the foregoing is found to be a true copy.

April 28th, 1853.

N. D. SMITH.

Copy.

LOUISVILLE, KY., 29th September, 1849.

Mr. Robert Cage.

Dear Sir,—I have intended writing to you for some weeks past, but owing to my being engaged in removing to this city, and taking up my abode here, have not had time till now.

I read a letter you wrote to Gen. Hall about the liability you are under for the administrators, Hall and Douglas.

I showed him as near as I could the amount you will be liable for, after all credits are allowed, and I hope to be able to work the matter so as to reduce the deficit of H. and D. to less than $2000, and if I can, you may rest assured, you shall be relieved entirely, for it is hard lot to pay in such a case.

I shall be at Jackson this winter, and may be there at court. I will then show you what prospect there is of relieving you, and to what extent.

The debt you paid to C. G. Saunders of $216 93, less to be paid Blackmore, $100, has not been paid by the administrators, or recognized in any way. I fear you will have to sue them, and then get nothing. In a trade I had with Dr. Blackmore, I took the $100 debt due him by Saunders, and must look to S. for it, and he will look to you, of course. I presume a process has been served on you before now, in order that the deficiency may be shown by the court against H. and D. My lawyer advised me I must sue you, and obtain a decree, before my claim would be established against them, they being non-residents.

Your friend,

A. A. CASSIDY.

Directed to "Mr. Robert Cage. Lincoln Post office, Mississippi. Post-marked Louisville, Kentucky, Sept. 10th.

Upon examination and comparison, the foregoing is found to be a true copy. April 28th, 1853.

NIMROD D. SMITH.

Exhibit B., in Gen. Hall's deposition.

State of Tennessee, Sumner County.

The within is a true copy of the letters of A. A. Cassidy to Robert H. Cage. The original letters were written by A. A. Cassidy, so proved by Gen. Wm. Hall; and J. C. Guild, attorney for Cage, withdrew them, and mailed them to Jackson, Mississippi, to be used in the case in the Federal Court.

Dec. 16th, 1854.

N. D. SMITH,
C. and M.

To C. GUILD,
Attorney.

Exhibit F.

State of Tennessee, Sumner County.

By consent of the parties, by their attorneys, in the case of Robert H. Cage against A. A. Cassidy, and others, now depending in the Chancery Court at Gallatin, I make the following statements.

I am now the C. and M. of the Chancery Court at Gallatin, and was, at and prior to the April, 1849. The records of my office show that a bill was filed in the name of Wm. H. Hall and Wm. E. Douglas, as the administrators of H. L. Douglas, against Sarah Douglas, on the 27th March, 1848, for a settlement of the accounts between said Sarah and H. L. Douglas, as the executor and executrix of Wm. H. Douglas, deceased, and for other matters. Upon the hearing of the cause, an account was ordered, and the matters referred to me, as C. and M. A. A. Cassidy was not a party to the suit upon which the account above referred was ordered, but he had married the widow of H. L. Douglas, and was present at some time during the statement of the account. The account was ordered to be made to the October Term, 1848, but upon the stating of the account, difficulties arose, and the report was not made to that term, and at October Term, 1848, the order for account was renewed. A. A. Cassidy was present in my office, at one or some time, while I was stating the account, whether at both I do not recollect. It was my impression, he was present when the account reported to the court was stated, but of this I am not certain. The parties were notified, as appears from my report, to attend at my office on the 3d day of April, 1849, and it is filed on the 5th April, 1849. When Cassidy was present, while I was stating the account, he was or seemed to be interested in the estate of H. L. Douglass, and was active in the matter. The report filed by the in said cause is here filed, Exhibit A. I further state that the note of Sarah Douglas here filed, marked Exhibit B. in this deposition, for $785, was taken into my report, and into the statement of the accounts. And the estate of H. L. Douglas received a credit for it, and it was ordered to be cancelled by the court. The writing on the face was done by me; the indorsement on the back of said note, is the handwriting of N. D. Smith, who is my deputy, and it is the practice in my office, when a paper is filed in any cause, to indorse upon it when and by whom filed. I see, by reference to my report, page 6, that I have made the following statement, viz.: "By agreement of the parties, I report, that upon the private accounts existing between H. L. Douglas, executor, and Sarah Douglas, executrix, the account of H. L. Douglas being for improvements, groceries, &c., and the account of Mrs. Douglas being for board, keeping of stock, &c., it is agreed that Mrs. Douglas shall be indebted to H. L. Douglas on these accounts, $52 50." It is my practice to make such entries when the parties are all before me and agreed. I

would suppose they were present, but as to the fact, I am not able to state at this time. It is impossible for me to recollect definitely in regard to these matters, but I refer to the records in all cases. I am of opinion, and so understood at the time, that all the private accounts existing between Sarah and H. L. Douglas at the time of stating the account by me, were settled by that part of my report above quoted. I have no particular recollection of the item of $387 75 spoken of in the pleadings. The paper marked Exhibit C. in this deposition, was before me at the time I stated the account; I think it is in the handwriting of A. A. Cassidy and was filed by him. It is my recollection that when I went to take the account, returnable to October Term, 1848, some difficulty arose between the parties upon some of the items of the accounts, and it was considered necessary to take the deposition of Edwards and others in Mississippi, which was in part the cause of the report was not made to that time. The deposition is here filed, marked D. The depositions was before me on the statement of the account. A. A. Cassidy and wife, and others, reserve all just exceptions to the consistency of the testimony in this deposition, and further he saith not.

W. M. BLACKMORE,
C. & M.

George W. Allen states: I was of counsel in the case referred to by W. M. Blackmore, in the Chancery Court, at Gallatin, for Mrs. Douglas. Mr. Cassidy, during the progress of the case, was the acting manager and conductor of the same on the part of the estate of H. L. Douglas. The note, Exhibit A., in the deposition of W. M. Blackmore, for $785, was returned by the administrator in Mississippi, as appears by the inventory, as assets of the estate of H. L. Douglas, marked A., as part of this deposition. In the commissioner's report, the foundation of the judgment complained of, there is charged $349 50, as interest upon the said $785 note, up to the 10th July, 1849; it being calculated at the rate of eight per cent. per annum, that being at that time the legal rate of interest in Mississippi. In the account between the estates of H. L. and W. H. Douglas, in the Chancery Court at Gallatin, the said $785 note, and six per cent. interest amounting to $400, was taken into the account; and the estate of H. L. Douglas credited with the same, and Mrs. Douglas was charged with the same. The three hundred and eighty-seven dollars and seventy-five cents note, in the Mississippi inventory, purporting to be an account in favor of H. L. Douglas against the estate of W. H. Douglas, was likewise taken into the account, and settled in the decree rendered in the case in the Chancery Court, at Gallatin, and is embraced in the remarks of the clerk and master, in page six of his reports, where he says, by agreement of the parties, "I report upon the private accounts existing between," &c. At the time of taking the account,

and at the time of agreement about the private accounts above spoken of, Mr. A. A. Cassidy was present, and the agreement was made by him on the part of the estate of H. L. Douglas. This agreement about the settlement of the accounts, and the agreement of the parties, was in the first part of April, 1849, and, I have no doubt, was between the 3d of April and the commencement of the Court.

Cassidy, and reserved exceptions to the competency of the foregoing testimony, upon being cross-examined by the counsel of Cassidy, and wife: I state, that Col. Wm. Hall was present at the taking of the account spoken of in my direct examination, but took little or no part, as I recollect. Mr. Cassidy appeared to have the chief management of the cases. I have no recollection whether Cassidy was present when the case was tried, or not; nor whether any of the parties were present. Mr. Cassidy was not a party upon the records in said cause.

GEO. W. ALLEN.

Sworn to, before me, March 12th, 1853.

W. M. BLACKMORE,
Clerk and Master.
Per N. D. SMITH,
Deputy.

Deposition of General William Hall, taken April 28th, 1853, states, that the two letters, here presented to me by complainant's counsel, of which Exhibit A., in this deposition, is a true copy, were addressed by me to Mr. Robert H. Cage, in Mississippi. These letters were written and founded upon conversations with Mr. Cassidy and his wife Mary, and William H. Hall, as detailed in the letters, who always expressed themselves to me, that they did not wish Mr. Cage to suffer, but that they merely wished to reach William E. Douglas through him. I am acquainted with the handwriting of A. A. Cassidy; and the two letters here shown me by complainant's counsel, purporting to be addressed by Mr. Cassidy to Mr. Robert Cage, are in his, Cassidy's, handwriting. Exhibit B., in this deposition, is a true copy of these letters; and the original letters are here filed, marked C. and D. in this deposition, which said letters the complainant is permitted by the clerk to withdraw, and take to Mississippi, to be returned within four months. The counsel for Cassidy and wife object to any letters of General Hall as evidence against them in this cause, or that he can speak of any such letters.

Cross-examined by counsel for Cassidy and wife,—states, that his letters were not written to Mr. Cage at the request of Cassidy, or his wife, but in answer to letters received from Mr. Cage, and on my own responsibility. I do not know that they have any knowledge of these letters. They were living at my house at the time and I ex-

pect, know that I wrote to Cage, but not the contents of the letters, —and further he saith not.

WILLIAM HALL.

State of Tennessee, Sumner County.

I, William M. Blackmore, Clerk and Master of the Chancery Court, at Gallatin, for the County and State aforesaid, certify the foregoing to be a true copy of the said depositions as the same now appears on file, in my office, in the case of Robert H. Cage, complainant, against A. A. Cassidy and wife, and others, defendants.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said Court, at my office, in Gallatin, this 28th day of April, A. D. 1853. [SEAL.]

W. M. BLACKMORE,
Clerk and Master.
Per N. D. SMITH,
Deputy.

Exhibit G.

State of Tennessee, Chancery Court for Sumner County.

Office of the Clerk and Master, in Gallatin. Rule Docket D, No. 835.

ROBERT H. CAGE, Complainant,
v.
WM. E. DOUGLAS, SARAH DOUGLAS, and WM. H. HALL,

and

ROBERT H. CAGE,
v.
A. A. CASSIDY and WIFE et al.

Injunction and Attachment Bill, filed September 24th, 1851.

Supplemental Bill, filed December 15th, 1851.

To the Honorable Broomfield L. Ridley, Chancellor, sitting at Gallatin.

The bill of complaint of Robert H. Cage, a citizen of Mississippi, filed in the Chancery Court, at Gallatin, against William E. Douglas, Sarah Douglas, and William H. Hall, citizens of Sumner County.

Your complainant, Robert H. Cage, a citizen of Mississippi, would respectfully show unto your honor, that Henry L. Douglas, a citizen of said State, departed this life intestate, and William L. Douglas and William H. Hall were appointed the administrators of the goods and chattels, rights and credits of the said Henry L. Douglas, by

the Probate Court of the County of Madison, in said State, and on the 30th October, 1839, entered into and executed their bond, with security, as administrators; and by order of the said Probate Court of the County of Madison, the said William E. Douglas and William H. Hall entered into and executed another administrator's bond, to wit, on the 28th June, 1841, and they applied to your complainant, Robert H. Cage, to become their security, and thereon he executed, as their security, the said bond before the said Court, expecting and relying that they would properly administer said estate, and pay over the same to such persons as were entitled to receive it.

The complainant would further show your honor, that the said Henry L. Douglas, dying intestate, he left a widow, Mary B., who has since intermarried with Alexander A. Cassidy, and an infant daughter, Henrietta Douglas. The complainant would further show, that the said Douglas and Hall resided in Tennessee, and he knew nothing of their action, or of the assets of said estate, or how the same had been managed, and he was sued in the courts of Mississippi in three several actions upon his said bond, executed as the security of the said William E. Douglas and William H. Hall, to wit, by Charles G. Saunders, a creditor of said estate, and by the distributees of said estate, A. A. Cassidy and wife, and Henrietta Douglas, and judgments were recovered against him as follows: In case of Cassidy and wife, on the 22d May, 1850, for $3575; in case of Henrietta Douglas, on the same day, for $3578, including costs; and in the case of Charles G. Saunders, he recovered judgment against him for the sum of $575 and costs. The records of said cases are here filed, as part of this bill, for the inspection of the Court and parties, but need not be copied.

The complainant would further show your honor, that he has long since paid off and discharged the judgment of Charles G. Saunders, and the fi. fa. upon the judgments of A. A. Cassidy and wife and Henrietta Douglas came into the hands of the marshal of Mississippi after the 21st November, 1850, was levied on his property in that State, and he being entirely ignorant of the facts, and not knowing of what the estate consisted, or how the same had been administered, he satisfied said judgments at law, by the execution of his note to the said A. A. Cassidy and wife, and the said Henrietta Douglas, and the same is held and controlled by the said A. A. Cassidy for himself, and as guardian of Henrietta Douglas. The complainant would further show your honor, that he being thus sued and endangered, in consequence of having executed the bond, as their securities, and having already paid the judgment of Charles G. Saunders, left his own business in Mississippi, which requires his attention, and, at great expense and trouble, came on to Sumner County, Tennessee, where the said William E. Douglas and William H. Hall resided with their respective parents, and he was taking the necessary steps to protect himself from said liabilities, by suit

and otherwise, when the following contract was made with the said Sarah Douglas, the mother of William E. Douglas. In consideration of complainants having become security of the said William E. Douglas, and for forbearance, &c., she, under hand and seal, bound herself to secure the complainant harmless, in consequence of his having executed said bond as security of William E. Douglas, as far as concerned his action and liability on said bond, and should the complainant suffer damage on the same, she bound herself to refund to him all sum or sums of money for which he may have paid for said Douglas as aforesaid, which bond, under seal, was likewise executed by the said William E. Douglas, and which is here exhibited to the Court, marked A., as part of this bill. The complainant would further show your honor, that General William Hall, the father of William H. Hall, at the same time, in 1849, verbally agreed and bound himself to indemnify and save the complainant, Robert H. Cage, from all injury and responsibility in consequence of his having executed said bond as the security of said William H. Hall, and bound himself to refund to him all payments that he had or was compelled to pay for the said William H. Hall. Upon these indemnities the complainant did not sue or take any steps against the administrators, relying that they and the said parties, Sarah Douglas and William Hall, would settle and adjust all these matters and liabilities with the said A. A. Cassidy; and he returned to his residence in Mississippi. Since that time, General William Hall, intending faithfully to comply with his said promise and undertaking, he has confirmed said contract in writing, under his seal, and no doubt, so soon as it shall be ascertained for what his son, William Hall, is liable and responsible for, upon his said bond, that he will pay the same. The complainant, after he had settled up said judgments as aforesaid, by paying the money on the Saunders judgment, and the costs on the other two judgments, which was large, he executed his note for the principal and interest of the other two, not knowing the facts upon which the said judgments were founded, or the existence of any equities between the parties touching the same, under the peculiar circumstances of the case, his property levied on and he executed his notes aforesaid; and upon the 7th of April, 1851, he transmitted said records to Tennessee, to his attorney, and caused suit to be brought upon the bond of said Sarah Douglas and William E. Douglas, which is still pending in the Sumner Circuit Court.

The complainant now charges, that since the service of process upon Mrs. Sarah Douglas and Wm. E. Douglas, they have had a sale of their perishable property. William Douglas has gone to the State of Texas, with the view of hunting a home. And the complainant charges, that he is informed and believes, that the said Sarah Douglas and William E. Douglas is about to remove themselves and property beyond the limits of this State, and in all probability will de-

feat ultimately the collection of the just claims and demands of the complainant set forth in this bill.

The complainant charges, that on the 8th February, 1851, the said Sarah Douglas executed a deed of trust, conveying to J. C. Guild, the trustee therein named, the following lands, to wit: a tract of 506 acres, willed her by her father, William Edwards, the 20th October, 1827, which will was proved at the February Term, 1828; the same whereon she has resided since the death of her father, lying in Sumner County, adjoining Isaac Baker on the north, George Elliot, Harris Odom, and Robert N. Myers, on the south, and H. Odom and John Green on the east, and Robert N. Myers on the west; and likewise said Sarah Douglas's undivided portion of a 240 acres tract, belonging to the heirs of Wm. H. Douglas. The said deed was made and executed in trust to satisfy a debt of $4330 of that date, due to Sammons and Arnold, as specified in said deed. The trustee holds the legal title by virtue of said deed, and is authorized to sell at the time specified in said deed, the said lands, to pay off and discharge said note. This deed has not been foreclosed, yet the money may be raised shortly, or the land sold, and the trustee required to reconvey, and all her means and property be withdrawn from the limits of the State very shortly. The complainants charges that this is the design and intention, and the said parties are about to remove themselves and property beyond the limits of this State. If it shall turn out as complainant expects it will, that the said administrators are jointly liable and responsible upon said bond, the complainant intends then to hold them liable each only for the one-half, and said indemnifiers would each be liable and responsible for the one-half to complainant. If it should turn out that they are not jointly liable, but each liable for different amounts, then he holds the guarantors, or indemnifiers, for such amounts as their principals are respectively liable for. Gen. Hall is ready and willing to pay such amount as his son, the said Wm. H. Hall, is liable to pay upon said bond. But said administrators will not come together, adjust, and settle that liability, and therefore the complainant files this bill, bringing said administrators before this honorable Court, and compel them to account and settle and show what either and each are liable and responsible to pay. And inasmuch as Mrs. Sarah Douglas is about to remove herself and property beyond the limits of this State, and is justly indebted to complainants, as stated and charged in this bill, he brings her before this Court, asking for an attachment. Gen. Hall not being about to remove or dispose of his property, but willing to pay for his son, as aforesaid, he is not sued or brought before the Court at this time.

Now that equity and justice be done in the premises, and this being a case peculiarly of equity jurisdiction, a court of law being unequal to the relief, the complainant Cage files this bill. He prays that the said William H. Hall, William E. Douglas, and Sarah

Douglas, be made parties defendants to this bill, let process issue, and they be compelled to answer this bill, and in the meantime an attachment issue, which is the first asked for in the case, which shall issue to the sheriff of Sumner County, who will levy the same on the said 506 acres of land, and her individual interest in the said 240 acres, and hold the same subject to the order of this Court for the satisfaction of complainant's debt. And likewise an injunction issue, which is the first asked for, restraining and enjoining the said Sarah Douglas, and her trustee, Jo. C. Guild, from applying or appropriating said lands, or their proceeds, to the said Sarah Douglas, or to her order, or her assigns, enjoining Sarah Douglas from selling said land, or her equities therein, or in any manner appropriating the same, so the same may be held liable to the decree of this Court. Not, however, asking an injunction so as to interfere with the duties of said trustee, in selling said lands, or a portion thereof, for the payment of the said notes of $4330. And by decree of this honorable Court the said administrators be brought into an account, and show and ascertain the liabilities and responsibilities upon said administrators' bond, and a decree given against each, and the security of Wm. E. Douglas, Sarah Douglas, for what may be just and equitable, and give to complainant such other and different relief as the nature of the case may require, and your honor shall seem meet, complainant pray process to issue to sheriff of Sumner.

J. C. GUILD,
Solicitor.

State of Tennessee, Sumner County.

Came, Robert H. Cage, before me, the clerk of the Chancery Court at Gallatin, and made oath, that the facts stated in the foregoing bill, of his knowledge are true, and those things stated as of the information of others, he believes to be true. And that Sarah Douglas is about to remove herself and property beyond the limits of this State, and that she is justly indebted to him as stated in this bill, and this is the first application for an attachment and injunction in this case.

ROBERT H. CAGE.

Sworn to before me, Sept. 20th, 1851.

WM. M. BLACKMORE,
Commissioner.

Per N. D. SMITH,
Deputy.

The clerk and master of the Chancery Court of Sumner County, will issue the attachment and injunction as prayed for in the foregoing bill, first taking bond and security as required by act of Assembly. Given under my hand, this 23d Sept. 1851.

S. ANDERSON,
Judge, &c.

The copies of records referred to as being filed as part of this bill, being matters of record in the State of Mississippi, are not copied in this transcript. And the obligation of Sarah Douglass, made Exhibit A. in the bill, is not on file.

C. & M.

Injunction and Attachment Bond.

Know all men by these presents, that we, Robert H. Cage, Jo. C. Guild, and John F. Cage, are held and firmly bound unto Sarah Douglas, William E. Douglas, and William H. Hall, in the sum of fifteen thousand four hundred and fifty-two dollars, which payment well and truly to be made, we bind ourselves and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 24th day of September, in the year of our Lord 1851.

The condition of the above obligation is such, that whereas the above bound Robert H. Cage hath this day obtained from the Court of Chancery, holden at Gallatin, in the State of Tennessee, a writ of injunction and attachment, enjoining the said Sarah Douglas from selling certain lands or her equities therein, or Jo. C. Guild, the trustee, from selling and appropriating the proceeds thereof to the said Sarah, her orders, or assigns, &c., and commanding the sheriff of Sumner to levy said attachment upon the said lands, &c. &c.

Now, if the said Robert H. Cage shall prosecute said injunction and attachment with effect, or in case the same shall be dissolved and discharged, he will pay to the said Sarah Douglas, William E. Douglas, or Wm. H. Hall, all such costs and damages as may be recovered in any suit or suits, hereafter to be brought against him for the wrongful suing out said writs of injunction and attachment, and shall moreover prosecute his said bill with effect, or on failure therein, shall pay all such costs as may be adjudged by the Court, upon final hearing of said cause, and pay such costs as may be decreed upon the final hearing, then the above obligation to be void, otherwise to remain in full force and effect.

ROBERT H. CAGE, [SEAL.]
JO. C. GUILD, [SEAL.]
JOHN F. CAGE, [SEAL.]

State of Tennessee.

To Sarah Douglas and Jo. C. Guild, trustees, &c., their agents, attorneys, &c., and to the sheriff of Sumner County, greeting:

Whereas, it is represented to the Hon. S. Anderson, Judge, &c., in and for the State of Tennessee, on behalf of Robert H. Cage, that he is aggrieved and will be greatly injured by the said Sarah Douglas, or Jo. C. Guild, her trustee, applying the lands willed said Sarah Douglas, by her father, William Edwards, viz., a tract of 506 acres,

the same whereon the said Sarah has resided since the death of her father lying in Sumner County, adjoining Isaac Baker on the north, George Elliott, Harris Odom, and Robert N. Miers, on the south, H. Odom and John Green on the east, and Robert N. Miers on the north, and likewise the undivided interest of the said Sarah Douglas, in the 240 acre tract of land belonging to the heirs of William H. Douglas, or the proceeds thereof, to the said Sarah Douglas, or to her order, or to her assigns, or by the said Sarah Douglas selling said lands or her equities therein, or in any manner appropriating the same, so that the same may be held liable to the decree of this Court, and asking for an attachment to be levied on the same, the injunction, however, not to interfere with the duties of said trustee in selling said lands or a portion thereof, for the purposes of the trust deed, &c.

We therefore command you, and every of the persons above named, to desist from all further proceedings to sell any of the above described lands, or your equities therein, or appropriating the proceeds of said land otherwise than as ordered by decree of this court. And you, the sheriff aforesaid, will levy this attachment upon the interest of said Sarah Douglas in all the lands above described, until the matters and things set forth in the bill of complaint of the said Robert H. Cage *v.* the said William E. Douglas, et al., shall be heard in our Chancery Court, to be holden for the County of Sumner, at the court-house in Gallatin, on the 2d Monday in October next, and you, the sheriff aforesaid, will have then there this writ, and how you have executed the same; herein fail not.

Witness, Wm. M. Blackmore, clerk and master of our said Court, at office in Gallatin, this second Monday in April, 1851, and 75th year of American Independence.

W. M. BLACKMOORE.

Issued September 24, 1851. Executed on J. C. Guild, September 24th, 1851.

D. P. HART,
Sheriff.

Service of this injunction acknowledged, this 24th Sept. 1851.
SARAH DOUGLAS.
Pr. W. E. DOUGLAS,
Attorney.

Levied this attachment, Sept. 24, 1851, on the following described land: five hundred and six acres, bounded by Isaac Baker on the north, George Elliot, Harris Odom, and Robert N. Miers, on the south; east by Harris Odom and John Green, and on the west by Robert N. Miers. Also the undivided portion of an undivided two hundred and forty acre tract, belonging to the heirs of Wm. H.

Douglas, in District No. 11, Sumner County. Levied on as the property of Sarah Douglas, at instance of Robert H. Cage.

D. P. HART,
Sheriff.

Spa. to Answer.

State of Tennessee. To the sheriff of Sumner County, greeting.

We command you to summon William E. Douglas, Sarah Douglas, and William H. Hall, if to be found within your county, to appear before the chancellor of the fourth division, at the next Chancery Court, to be held for the Sixth Chancery District, at the court-house in Gallatin, on the second Monday in October next, then and there to answer a bill in equity, exhibited in said court by Robert H. Cage, complainant, against the said William E. Douglas, et al., defendants, and further to do and receive what our said court shall then there consider; herein let them fail not under the penalty inflicted by law. And have then there this writ.

Witness, W. M. Blackmore, clerk and master of our said court, at office, the second Monday in April, in the year 1851, and 75th year of American Independence.

W. M. BLACKMORE.

Petition, filed by Defendants, Oct. 15, 1851.

"To the Hon. B. L. Ridley, Chancellor, &c, sitting at Gallatin."

Your petitioners, Wm. E. Douglas and Sarah Douglas, would respectfully show unto your honor, that they were sued by Robert H. Cage, in the Circuit Court of Sumner County, at its May Term, 1851, upon a sealed instrument of writing signed by petitioners. The said Robert H. Cage has filed a bill at the present term of this honorable Court against petitioners and Wm. Hall, the foundation of which bill against petitioners, and upon which said Cage seeks relief against them, is the identical writing obligatory, sued on in the said Circuit Court. The said suit in the Circuit Court is still pending, and stands for trial at the next October Term. The petitioners would represent unto your honor, that it is unjust that they should be harassed with a suit upon the same cause of action in the Circuit Court, and in your honor's Court; they therefore pray your honor to order said Cage to elect, which of the said suits he will prosecute, and after said election, to dismiss the other one, and they will ever pray, &c.

BRADFORD,
For petitioner, W. E. Douglas.

Sworn to in open court, 15 Oct., 1851.

WM. M. BLACKMORE,
Commissioner.

Orders, October Term, 1851.

Be it remembered, this cause came on to be heard on this 16th Oc-

tober, 1851, before Chancellor Ridley, on the petition of Wm. E. and Sarah Douglas, and it appearing to the satisfaction of the court that two suits are now pending against the petitioners, one in the Circuit Court of Sumner County, and one in this court, but it not appearing, to the satisfaction of the court, that the said suits are upon one and the same cause of action: it is, therefore, ordered by the Court that the matters contained in the petition, be referred to the clerk and master, to take proof, and report upon the same instanter, if practicable.

Report.

In the matter of the petition of Wm. E. Douglas and Sarah Douglas, against Robert H. Cage, requiring him to elect which suit he will proceed with, the bill in this Court, or the suit at law now depending in the Circuit Court of Summer County. I have examined the records in the Circuit Court in a suit at law, upon an obligation executed by Wm. E. and Sarah Douglas, to R. H. Cage. I have also examined the bill, and find the parties to be R. H. Cage, complainant, *v.* William E. and Sarah Douglas, and W. H. Hall, defendants. The bill alleges that Wm. E. and Sarah Douglas, and are about to sell their property since the service of the process at law, and remove from the State, and asks that they be enjoined; and that defendants, W. E. Douglas and W. H. Hall, shall account between themselves, and ascertain their liabilities to each other. I am of the opinion that the bill is filed in aid of the suit at law. All which is respectfully submitted. 16th Oct., 1856.

W. M. BLACKMORE,
C. and M.

State of Tennessee, Sumner County. Circuit Court, October Term, 1851.

ROBERT CAGE
v.
WM. and SARAH DOUGLAS. } Covenant.

This day came the plaintiff, by his attorney, and says, he will no further prosecute his said suit.

It is therefore considered by the Court that said suit be dismissed, and that the defendants recover of the plaintiff their costs in this behalf incurred, and that fi. fa. issue.

State of Tennessee, Sumner County.

I, Pascal Head, clerk of the Circuit Court of the County of Sumner aforesaid, do hereby certify, that the above is a true transcript and copy from the minutes, in the case of Robert H. Cage, against

William and Sarah Douglas. In testimony whereof, I have hereunto set my name, at office in Gallatin, this 27th July, 1852.

PASCAL HEAD,
Clerk.

Supplemental Bill. Filed, Dec. 15th, 1851.

To the honorable Broomfield L. Ridley, Chancellor, sitting at Gallatin. The bill of complaint of Robert H. Cage, a citizen of the State of Mississippi, *v.* Alexander A. Cassidy and wife, Mary B. and Henrietta Douglas, Wm. H. Hall, and Wm. E. Douglas, filed in the Sumner Chancery Court.

The complainant, Robert H. Cage, would show your honor, that he filed his original bill in this honorable Court on the day of September, 1851, against William E. Douglas, Sarah Douglas, and William H. Hall, by which it appears, that Henry L. Douglas departed this life intestate, in the State of Mississippi; and on the 30th of October, 1839, Wm. Hall and William E. Douglas, in the Probate Court of Madison County, Mississippi, qualified as administrators, and he entered into bond and security as such. And the said Probate Court required the said administrators to give other bond, which they did do on the 28th June, 1841, and they applying to the complainant, he agreed to become their security, and thereon he executed their administrators' bond, as their security, in the penal sum of $16,000. The complainants would further show your honor, that the complainant knew nothing of the assets of said estate, or how the same had been managed, the said administrators residing in Tennessee and he in Mississippi. The intestate leaving a widow, Mary B., who has since intermarried with A. A. Cassidy, and an infant daughter, Henrietta, who has for her guardian A. A. Cassidy, as he is informed and believes. The complainant was sued in the courts of Mississippi, and three several judgments were obtained against him, upon the said administrators bond, to wit, a creditor of said estate, Charles G. Saunders, upon the 29th April, 1847, recovered his judgment against him and said administrators, for the sum of $575, which he, the complainant, paid and satisfied on 15th March, 1848, and the said A. A. Cassidy and wife, Mary B., sued complainant alone, and on the 22d of May, 185 , recovered judgment against him, which, with interest and costs, amounted to $3575, and on the same day, Henrietta Douglas recovered judgment against him on said bond, which, with interest and costs, amounted to the sum of $3578.

The complainants would here show your honor, and charge, that he made no defence to said several actions, employed no attorney, nor in any respect attended to the same, for the following reasons: A. A. Cassidy, previous to being sued, wrote to him that he had difficulties in bringing William E. Douglas, the administrator, to a settlement of the estate of H. L. Douglas, and he would have the com-

plainant, as his security, sued on the administrators' bond, and wished to get judgment, not with a view of compelling the complainant to pay such judgment as he might get, but solely for the purpose of effecting a settlement with said administrators, and particularly with William E. Douglas; repeatedly did he assure the complainant that he need put himself to no trouble or expense in defending the suit in Mississippi. The object merely was to enable him to compel Douglas to settle with him. Gen. Hall, with whom Mr. Cassidy was residing, stated to him, in reply to his letters, the like object in his being sued, and he was so assured by Mr. Cassidy.

He, relying on these assurances, he made no defence in any form or shape, intending to do what he could to effect a settlement with the administrators,—with the said Cassidy. In the meantime, Gen. Hall and Mrs. Sarah Douglas gave him a promise and assurance, that each of them would meet and pay off the respective responsibilities of their respective sons; and, at length, on the 22d May, 1850, the said two judgments, in the District Court of Mississippi, were rendered against him. The complainants had not any idea that fi. fa. would issue upon them in violation of said promises and assurances, but intending fully carry out the expectations and requirements of the said Cassidy, he wrote to Mr. Cassidy to Louisville, where he then resided, in the fall of 1850, that he would be on, at such a day, to go to Tennessee with him, to enable him to bring said administrators to a settlement. In pursuant to the arrangement, went on to Louisville, in the month of October, 1850, where he found that Mr. Cassidy had a few days previous thereto gone on to Tennessee, when the complainants followed on, and he found that the administrators were willing to settle; and if they could not agree that would each party select out competent men to settle for them. Cassidy waived that proposition, and said that they were entitled to credits, reducing said judgments down to $3000, and proposed to take $1500 from each of said administrators; they contended for more credits, but the particular items of credits and errors he did not at that time understand. The complainant remained some days in Tennessee, solely with a view of having a settlement made between them; he did not effect it, and left them speaking of an expectation that it would in some way be arranged, the said Cassidy still giving complainant assurances, and promising the complainant that he should only be liable for what was just and right on a settlement, and the proper credits should be given. Upon his return home, in the month of November, 1850, fi. fa. issued upon said judgments, and were levied on his property; and the matter being in the hands of Cassidy's attorney, Mr. Handy, who, perhaps, did not know of these agreements and assurances of Cassidy, he, complainant, spoke of this agreement, to have this settlement and credits given to his attorney, who said that he knew that the judgment was entitled to be abated or credited, and that he would write to Mr. Cassidy to have the credits

given. Upon this, and relying upon the assurances of the said Cassidy, as detailed in this bill, the only thing that he could do was to give his note, payable to A. A. Cassidy, for the amount of said judgments, making $6822 86, dated on the 14th March, 1851, and on the same day he paid to the marshal the costs in both cases, amounting to $331 62. The records of Mississippi, and the receipts are here filed, but need not be copied. The note was made payable twelve months after date, with a view of giving time to effect the settlement spoken of, and have the proper credits given. Previous to the issuance of the fi. fas., others had issued, about which complainant saw Mr. Cassidy in the fall, and he assured complainant that they were issued without his authority, and none should issue; still relying on the settlements and credits, Cassidy then spoke of complainant giving him his note on time, and holding it instead of the judgment, and the credits could be given on the settlement. The complainant did not give him his note on time, expecting still to have the administrators and Cassidy to settle, and the proper credits would be given. When he found, however, that fi. fas. issued in November, 1850, under these circumstances, still relying on said promises and assurances, he did execute his note, covering said judgments, on twelve months' time, with a view to said settlement and credits, fully relying on said parties finally adjusting their matters, and doing justice to all parties.

The complainant would further charge and show your honor, that he, still fully relying on said promises being carried out, that a fair settlement would be made between said Hall and Douglas, and A. A. Cassidy, for himself, wife, and ward, a few weeks ago left his residence, in Mississippi, and wrote on for Mr. Cassidy to be at Gallatin; that he was coming up to have that settlement. Upon his arrival in the county, he found, on that day, that William H. Hall, one of the administrators, left the county for the west end of the State, and would not remain to settle; and that Mr. Cassidy would not be present; and he is pained to see a disposition now, to come to no settlement, and give no credits or abatement of said note, and force the complainant to appeal to a court of chancery for relief. Although in conversations with said Cassidy, as well as said administrators, he, from time to time, understood that said judgments were for sums entirely too great, and that it should be abated and credited, yet he never understood the nature of these items and their precise character until yesterday, which he will now proceed to bring to the consideration of the court, and which items embrace part of said judgments and note, which he insists shall be credited on said note.

The complainant is now informed that A. A. Cassidy, who was afterwards appointed an administrator of H. L. Douglas, in place of Douglas and Hall, had an ex parte proceeding before the Judge of Probate, in which he charged said administrators, Hall and Douglas,

with the note of Richard O. Edwards, due 17th July, 1842, which with interest up to the said proceeding on 17th July, 1849, amounted to the sum of $2960 84. It was entirely wrong and unjust to have charged them with this sum, for this note was applied, as he has been informed and believes, to the payment of the debt due to Mrs. Sarah G. Glass, with the assent and approbation of said administrators. The said H. L. Douglas was her guardian, and had about the amount of this note of her funds in his hands, and the said Edwards, with the direction aforesaid, shortly after his death, paid the same over to her, the said Sarah Glass, and the estate has long since received the benefit of said debt due from Edwards. He has received this information as stated upon yesterday, and the said Cassidy is called on to state his information upon this subject. And each of said administrators are called on to state how this fact is, and for them to show and exhibit their vouchers as proof. The fact of the liquidation of these two debts, one paying off the other (there may have been a few dollars surplus one way or the other), the complainant is informed, was known, admitted by them; and said Cassidy, as he is informed and believes, knew this fact at the time he procured ex-parte settlement, and received his note as aforesaid. But this fact was suppressed from complainant.

The next item of error and injustice, which complainant brings to the consideration of the Court, is the item of $1334 58, that is made up by the note of Mrs. Sarah Douglas to said estate, and which note has been long since set off and discharged. The said estate being indebted to the said Sarah Douglas in an amount more than said note, reference is made to the proceedings in the bill in chancery in this honorable Court, in case of the administrators of H. L. Douglas *v.* the executors of Wm. Howard Douglas. By the decree in said case, made at term, the said estate of H. L. Douglas is credited with said note and interest in the settlement of the debts of said parties, all which appears of record; so the administrators did not receive either of said debts, but the estate of H. L. Douglas had the full benefit of them, by having bona fide debts of said estate paid off and discharged by them. And all this was done before said ex parte settlement, and the execution of said note, but unknown to complainant. The third item brought to the consideration of the Court, is the account of $387 against Mrs. Sarah Douglas, which with interest upon said ex parte proceeding, amounted to $659 12, and which constitutes part of said note. The complainant, for the first time, yesterday was informed and believes that this account of $387 of H. L. Douglass, against his mother, Sarah Douglas, was for a little house he built in the yard of Sarah Douglas for his own accommodation, he residing with her, and upon the settlement of accounts between Mrs. Sarah Douglas and the administrators of H. L. Douglas, in the said chancery suit in this honorable Court, the same was adjudicated by the chancellor, and not allowed, and which

was before said ex parte proceeding, and known to the said A. A. Cassidy, yet brought into said note and constitutes a part of it. The fourth item brought to the consideration of the Court, is the item of $422 16, alleged to be collected on the judgment of W. S. Bailey. The administrators did not collect one dollar of that judgment. He had taken the benefit of the bankrupt law, and after complainant was sued by a creditor of said estate, Charles G. Saunders, the said Bailey paid on said judgment to Saunders the amount of $422, he thinks, which was all that ever was paid on the same. The complainant did not know when he gave said note, that this item constituted any part of said ex parte proceedings or note. In fact, he did not know what items did constitute the same; he relied upon the promise and assurance of the said A. A. Cassidy, that he would have a settlement with said administrators, and allow them all just credits, stating that they were entitled to some, and afterwards the proper and just credits should be put upon his said note. There are other errors and credits that he is entitled to, as complainant is informed and believes. He calls on the administrators, Hall and Douglas, and A. A. Cassidy, in their answer to disclose them, and they be brought into a settlement of the assets of said estate, and the disbursements of the said administrator allow, and correct all errors and mistakes, giving all just and proper credits.

The complainant would further show your honor, that he has procured the written obligation of Sarah Douglas and Wm. Hall, to pay to complainant such sums of money as the complainant is compelled to pay for their sons, respectively, and to indemnify him from the individual responsibility of each upon the said administrators' bond, and they refuse to settle and pay over to complainant anything until he can bring said administrators to a settlement, showing that responsibility, and, as before stated, the complainant has a bill in Chancery, pending in this honorable Court for that purpose, but since the drawing of said bill, he has ascertained that said administrators resist said items brought to the consideration of the Court, and some others of minor importance, and they nor their securities will settle with him, and the said note was executed payable to the said Cassidy. Under the circumstances set forth in this bill, it becomes proper and right for complainant to file this supplemental bill against all of said parties, bringing them before this Court for the purpose of having said settlement and the proper settlements given.

The complainant is informed, that the said Cassidy knew so well that the proper credits were not given, that he proposed to the said administrators for them to pay him over $1500 each, and he would credit said judgment in full; yet they would not, contending that their liabilities did not amount to that much. The complainant is now well satisfied, that he cannot induce or bring said administrators and Cassidy to a settlement of said estate and correct all errors.

He has been using all reasonable means to do it since he gave his

note, as aforesaid, and before having made this trip to Tennessee solely for this purpose.

He therefore files this bill in nature of a supplemental bill against said parties mentioned in the caption of this bill. Let process issue to the sheriff of Sumner County; let them answer; and in the meantime the complainant prays, that an injunction issue restraining the said A.A. Cassidy, or his attorneys, and particularly his attorney, Handy, from putting the said note in suit against the complainant, or in any manner transferring or trading of said note.

And by the decree of this Court, the said administrators, Wm. H. Hall and Wm. E. Douglas, be brought into an account and settlement of the estate of H. L. Douglas, and in said account the administrators to be charged with legal assets, and credited with the legal disbursements; and by said decree an account be taken between the said Cassidy and complainant, showing the credits and items of account embraced in said note, which should be given and taken out of said note, and show what is justly due upon the same.

The complainant prays that this cause be consolidated and heard with the original cause, filed as aforesaid, and give to complainant such other and different relief as the nature of the case may require and your honor shall seem meet. This is the first application for an injunction in this case.

JO. C. GUILD,
Solicitor.

State of Tennessee, Sumner County.

Came Robert H. Cage before me, the clerk of the Chancery Court at Gallatin, and made oath, that the facts stated in the foregoing bill, as of his own knowledge, are true, and those things stated as of information of others, he believes to be true, and this is the first application for an injunction in this case.

ROBERT H. CAGE.

Sworn to before me,

WM. M. BLACKMORE,
C. and M.

Per N. D. SMITH,
Deputy.

Fiat.

The clerk and master of the Chancery Court of Sumner County will issue the injunction, as prayed for in the foregoing bill, first taking bond and security in the sum of one thousand dollars, with condition to prosecute this bill with effect, and to pay such costs as may be adjudged against complainant, and conditioned, also, that complainant shall pay to such of the defendants, or all of them, such damages which they, or either of them, may sustain for complainant's wrongfully issuing the injunction now ordered.

Given under my hand, this 24th September, 1851.

S. ANDERSON,
Judge.

Bond.

Know all men by these presents, that we, Robert H. Cage and John F. Cage, are held and firmly bound unto A. A. Cassidy and wife, Mary B., Henrietta Douglas, Wm. H. Hall, and Wm. E. Douglas, in the sum of one thousand dollars, which payment well and truly to be made, we bind ourselves and each of our heirs, executors, and administrators, jointly and severally; firmly by them; sealed with our seals, and dated this fifteenth day of December, in the year of our Lord, 1851.

The condition of the above obligation is such, that whereas, the above bound Robert H. Cage hath this day obtained from the Court of Chancery, holden at Gallatin, in the State of Tennessee, a writ of injunction, restraining the said A. A. Cassidy, attorneys, &c., from trading or putting in suit for collection a note given by the said Robert H. Cage to A. A. Cassidy, for $6822 86, dated 14th March, 1851, at twelve months. Now, if the said Robert H. Cage shall prosecute said injunction and attachment with effect, or in case the same shall be dissolved and discharged, he will pay to the said defendants all such costs and damages as they, or either of them, may sustain from the wrongful suing out said writs, and shall, moreover, prosecute his said bill with effect, or on failure therein, shall pay all such costs as may be adjudged by the Court upon a final hearing of said cause, and pay such costs as may be decreed upon the final hearing, then the above obligation to be void, otherwise to remain in full force and effect.

ROBERT H. CAGE, [SEAL.]
By his att'y, JO. C. GUILD.
JNO. F. CAGE, [SEAL.]

Spa. to Answer, issued December 15th, 1851.

State of Tennessee. To the sheriff of Sumner County, greeting.

We command you to summons A. A. Cassidy and wife, Mary B. Cassidy, Henrietta Douglas, W. H. Hall, and William E. Douglas, if to be found within your county, to appear before the Chancellor of the Fourth Division, at the next Chancery Court, to be held for the Sixth Chancery District, at the court-house in Gallatin, on the second Monday in April next, then and there to answer a bill in equity, exhibited in said Court by Robert H. Cage, complainant, against the said A. A. Cassidy, and others, defendants, and further to do and receive what our said Court shall then there consider. Herein let them fail not, under the penalty inflicted by law, and have then there this writ.

Witness, W. A. Blackmore, clerk and master of our said Court, at office, the 2d Monday in October, in the year 1851, and seventy-sixth year of American Independence.

W. M. BLACKMORE.

I hereby deputize John W. Judd my special deputy, to execute this subpœna, and make due return of same.

Given under my hand and seal this Dec. 15th, 1851.

D. P. HART, [SEAL.]
Sheriff.

Came to hand same day issued. Executed on A. A. Cassidy, Mary B. Cassidy, Henrietta Douglas, Wm. H. Hall, and Wm. E. Douglas, this 15th day of December, 1851.

J. W. JUDD, [SEAL.]
S. D. Sheriff.

Injunction Writ, issued December 15th, 1851.

State of Tennessee. To A. A. Cassidy, his agents, attorneys, &c., and particularly, attorney Handy, and to the sheriff of Sumner County, greeting:

Whereas, it is represented to the honorable S. Anderson, Esq., Judge, &c., in and for the State of Tennessee, on behalf of Robert H. Cage, that he is aggrieved and will be greatly injured by you putting in suit a note given by the said Robert H. Cage to said A. A. Cassidy, for $6822 86, dated 14th March, 1851, and payable twelve months after date, or by you in any manner transferring or trading off said note; and he having obtained and complied with the fiat of said Judge, to the end that an injunction issue, &c. We therefore command you, and every of the persons above-named, to desist from all further proceedings, to put in suit, or in any manner to trade off or transfer the said note, until the matters and things set forth in the bill of complaint of the said Robert H. Cage *v.* the said A. A. Cassidy et als., shall be heard in our Chancery Court, to be holden for the County of Sumner, at the court-house in Gallatin, on the second Monday in April next, and you, the sheriff aforesaid, will have then there this writ, and how you have executed the same; herein fail not.

Witness, Wm. M. Blackmore, clerk and master of our said Court, at office, in Gallatin, this second Monday in October, 1851, and seventy-sixth year of American Independence.

W. M. BLACKMORE.

I hereby deputize John W. Judd my special deputy, to execute this injunction writ, and to due return of same. Given under my hand and seal, Dec. 15th, 1851.

D. P. HART, [SEAL.]
Sheriff.

Came to hand same day issued. Executed on A. A. Cassidy by making known fully to him the contents of the within, this 15th day of December, 1851.

J. W. JUDD, [SEAL.]
S. D. Sheriff.

Answer, filed June 7th, 1852.

The joint answer of *of* Sarah and Wm. E. Douglas to the bill of complaint of Robert H. Cage, filed against them in the Chancery Court at Gallatin.

These defendants, saving and excepting, &c., for answer to so much of said bill as they are advised to answer, say, that they admit that Henry L. Douglas died intestate, and that defendants, Wm. E. and Wm. H. Hall, qualified as administrators on his estate, at the time and places mentioned in said bill. They also admit, that by order of the Probate of Madison County, they gave a new bond for the administration, on the 28th June, 1841, in which complainant was then surety. They also admit, that the intestate left a widow, now wife of A. A. Cassidy, and one child, Henrietta L. Douglas. They also admit, that judgments were obtained against complainant, as security in said administrators' bond, by C. G. Sanders, by A. A. Cassidy and wife, and by A. A. Cassidy, as guardian of Henrietta L. Douglas, but not at the time mentioned in said bill; the first being obtained on the 29th April, 1847, and the two last on the 22d May, 1850. The judgment by Saunders, against complainant, has been long since paid off and satisfied, but not by complainant, as defendants believe. Defendant Wm. E. Douglas here states the facts, as to how and when said judgment was paid; that judgment was for $550. Wm. S. Bailey, a judgment debtor of the estate of H. L. Douglas, paid to Saunders, after he had sued complainant, at the request of the administrators, the sum of $422, in part satisfaction thereof; the balance of said judgment was paid to Dr. James A. Blackmore, of Sumner County, by order of said Saunders, by A. A. Cassidy, then administrator de bonis non of the estate of said Henry L. These events took place long anterior to the 15th October, 1849. These defendants also admit, that they gave to complainant the alleged indemnity mentioned in the said bill, but not under the circumstances mentioned in said bill. They now state the facts in relation to the time and circumstances under which they gave it. The administrators, Hall and Douglas, at their own request, had been removed from the administration in 1848, and A. A. Cassidy, who had married the widow, was appointed in their room and stead. At that time the said Hall and Douglas had no assets belonging to the estate in their hands, except a note of $2005, on Mary B. Cassidy, which was in hands of said Hall, which he surrendered to Cassidy, and took his receipt therefor. All of the balance of the assets, which ever did come into the hands of said Hall and Douglas, having, in due course of their administration, been paid to bona fide creditors of said estate (defendant Wm. E. makes the above and the following statements; defendant Sarah knew nothing of them), nevertheless, the said Cassidy, as administrator de bonis non, though he well knew that said Hall and Douglas had

nothing in their hands belonging to said estate, filed his petition against them in the Probate Court of Madison County, Mississippi, on 18th May, 1849, calling upon said Court to have an account taken between said Hall and Douglas and himself, and asking a decree against them for a large amount, alleged to be in their hands; and so presented his petition, that at the July Term, 1849, of said Court, he obtained his judgment against them for $6287 21. At the time of these proceedings, said Hall and Douglas were residents of the State of Tennessee, and had no knowledge of them whatever; at least defendant Douglas had none. This proceeding was wholly unwarranted by the laws of Mississippi, which do not allow an administrator de bonis non to call former administrators to account for their conduct in the administration. Such power is not contemplated in their appointment, nor would any sum, recovered from the former administrators, be covered by the bond of the administrator de bonis non. If such were not the law of Mississippi, said judgment could be of no validity against said H. and D., because no process was served upon them; and defendant is advised that it was not a proceeding in rem, which would perhaps be binding. Said judgment was wholly unjust in itself, as said administrators, Hall and Douglas, had nothing in their hands belonging to said estate, as above stated. Afterwards, at the September Term, 1849, of said Probate Court, the said Cassidy, for himself and wife, and for said Henrietta L., as distributees of the estate of the said Henry L., deceased, filed another petition against said Hall and Douglas, and upon said former illegal and unjust judgment, without further investigation or other evidence, at October Term of said Court, obtained two several decrees against said Hall and Douglas, for the full said sum of $6287 21. Defendants submit to this honorable Court, whether these decrees, being founded upon the former illegal judgment, are not themselves illegal and void. At the time of this last proceeding, said Hall and Douglas were residents of the State of Tennessee, and had no notice whatever of them; it is certain this defendant had none, no process being ever served on said Hall and Douglas. These last decrees were obtained the 13th October, 1849. The defendant, Wm. E., further continuing his statement, met complainant in the town of Gallatin, Tennessee, on the 15th of October, 1849, and, for the first time, he heard from complainant of the above-detailed proceedings against said Hall and Douglas, but not so particularly as here set forth. Complainant said that he was their surety, and that he had not been sued by Cassidy, but that he was liable to be sued by him, and that although he (complainant) was satisfied said Hall and Douglas owed the estate nothing at all, yet he (complainant) would feel better satisfied and safer, if he could get his uncle, Gen'l Hall, and his cousin, Sarah Douglas, to get between him and danger.

This defendant, Wm. E., told complainant, that William H. Hall had had the entire management and control of the administration

since the fall of 1841; that he was confident that the estate had been faithfully administered; that if there had been any loss, it arose from the mismanagement of Hall, and not of this defendant; and that this defendant was willing to give complainant indemnity against losses to the estate, from this defendant's devastavit's and asked him if that was what he wanted. Complainant said it was. This defendant, knowing that there were no such losses, and even if there was, he was willing to make them good, which he is still willing to do, went with complainant to a gentleman in the town of Gallatin, and told him to draw up an instrument indemnifying complainant all moneys he might have to pay on account of the personal devastavits of this defendant.

The gentleman drew up the required instrument, which is the same exhibited in complainant's bill. This defendant and complainant went immediately to the house of Mrs. Sarah Douglas, where both defendants, now answering, the following conversation took place.

The defendant, Wm. E., told Mrs. Sarah Douglas, his mother, that Cassidy had commenced proceedings against him and Hall in Mississippi; that they owed the estate nothing, but that complainant was their surety, and was uneasy about his situation, and he (Wm. E.) wished her to give complainant an indemnity against losses arising from his own personal acts in the administration. Defendant Sarah said she was confident that no losses had occurred on account of the individual acts of Wm. E., and she would, to make complainant's mind easy, give such indemnity. The said instrument was then produced and signed. These are all the facts attending the giving of said instrument, and there were no other events or circumstances attending the signing it. There were no steps taken by complainant to bring suit, that defendants ever heard of; there was no forbearance to sue, and nothing of the kind whatever came to the knowledge of these defendants, and every statement in the bill contrary to the facts were detailed and utterly untrue.

The honorable Court sees, by the facts here set forth, that there was no consideration passing between the defendants or either of them and complainants, or between the defendants or either of them and anybody else, and they insist that said instrument is void for want of consideration as to both of them, at least it is as to defendant Sarah, and they insist upon want of consideration as a defence, in the same manner as if they had specially pleaded the same; and they call upon the complainant to show and particularly prove the consideration which makes said instrument binding upon defendants and especially from defendant Sarah. It will be seen by the Court, by the records of the judgments obtained by Cassidy against complainant, that those suits were not commenced by Cassidy and the other parties, until the 20th October, 1849, five days after the date of said instrument, and that he was not sued before, at the time entering into it as stated in the bill.

And further answering said bill, they say, that even supposing said instrument to be binding apon defendants, which they deny, complainant has not shown any breach of it whatever on the part of either of the defendants. He has not even alleged in said bill that he has paid any sum of money whatever for or on account of the individual acts of defendant Wm. E., which is the thing indemnified against; and defendant Sarah is advised, that until such payment is made, no cause of action can arise against her; and inasmuch as no such showing is made upon the face of said bill, she demurs thereto, and insists upon this ground of defence, in the same manner as if she had specially demurred thereto. Defendants, further answering, they show, that the judgments obtained by Cassidy and wife, and by Henrietta L. Douglas, against complainant, were founded upon the judgment above recited by Cassidy against said Hall and Douglas; and defendants submit this question to this honorable Court, whether of the two first judgments were illegal and void by the laws of Mississippi, and not the two last ones against complainants founded upon them, likewise illegal and void. And defendants are advised that the laws of Mississippi are such, that if complainant had employed counsel and used the proper efforts to defend himself from said suits, judgment could never have been obtained against him. Defendants know nothing of the reason which influenced complainant not to make any defence to said suits. But upon this point they quote from a supplemental bill, filed in this Court by complainant against this defendant, W. E., and A. A. Cassidy, and others. Complainant in said bill says in substance, that Cassidy and Gen. Hall, Cassidy's father-in-law, and Mrs. Cassidy, assured him that he need put himself to no trouble or expense in defending the suit, as judgments were wanted, and not with a view of compelling complainant to pay them; and complainant says, relying upon those assurances, he made no defence in any form or shape; and defendant asks this honorable Court whether, if complainant has placed himself in a situation where he is compelled to pay money, a payment wholly unjust in itself, when by the use of ordinary prudence and diligence he could have evaded it, can he, under all the circumstances, reimburse himself, either law or equity, from these defendants or either of them, they will hereafter in this answer show, that the said several judgments, obtained by Cassidy, are wholly unjust; upon this point they also adopt the answer of this defendant, Wm. E., to the supplemental bill filed in this cause. Upon all of the above facts, defendants insist that complainant has not shown that he has been damaged, by reason of his being surety to said Hall and Douglas, and that if he had been damaged at all, it is a damage without injury, one that he has brought upon himself most unnecessarily, one that he might have avoided had he not unwantonly allowed himself to be made an instrument of in the hands of the designing to the injury of defendants.

Defendants, further answering said bill, as to the charge that were

about to remove to Texas, say that it is wholly untrue. But it is true that defendant Sarah, some time in the early part of last year, had some idea, if she could advantageously dispose of her farm, of removing to Texas, and defendant Wm. E. went there to look at the country, but he returned without making any purchase, and was in Sumner County at the filing of said bill, and the defendants have now no intention to remove to Texas or anywhere else, nor did not have at the filing of said bill, but they believe the application for an attachment was a mere pretence to give this Court jurisdiction.

Defendants therefore ask this honorable Court to dissolve the attachment granted in this case, with their costs. Defendants, further answering, deny the charge in said bill, that this defendant, Wm. E., and W. H. Hall, will not come together, and ascertain the losses accruing to said estate, on account of the individual acts of each; and inasmuch as complainant by said bill has not placed himself in such a situation as entitles him to call on this honorable Court to decree an account between this defendant and said Hall, that this defendant, Wm. E., demurs to this part of the bill, and he asks the Court permission to avail himself of this ground of demurrer, in as full and ample a manner as if he had specially demurred thereto. These defendants expressly deny, that are any losses to said estate, and they insist the judgments exhibited and relied on in complainant's bill, are not evidences of any losses, or of any money in the hands of this defendant, Wm. E., and said Hall, belonging to said estate, and they call upon complainants for other and better proof.

The defendant will now proceed to show, as well as he can, the condition of said estate when Hall and he surrendered the administration; but as Hall managed nearly the whole of the administration himself, as he will hereafter show, there may be some slight inaccuracies in the following statement. But defendant will endeavor, so far as in his power, to make no statement that is not strictly true in substance, at least. The following is a statement of the assets of the estate, to wit:

Administrator's Sale, 10th Jany., 1840.

Slave Ansel, E. H. Douglas, . . .	$1050 00
" Edmund, T. Collins, . . .	900 00
" Jane, " . . .	905 00
" Matilda and child, Jas. Drake, .	800 00
" Dick, Sarah Douglass, . . .	760 00
" Lucretia, W. E. Harrod, . .	760 00
" Sarah, " . . .	755 00
" Sinai and two children, Sam and Harriet, W. B. Douglass, .	1225 00
" Sinai and Emeline, W. B. Douglas,	780 00
4 Horses, T. W. Comfort and others, .	238 00

2 Mules, J. H. Dalton and S. Wordy, .	121 00	
Lot of cattle, N. A. Garret and others, .	30 00	
3 Beds and furniture, E. Young and others, ...	147 15	
Table and chairs, A. W. Smith and others,	31 50	
Hand K., furniture, T. Collins and others,	38 96	
Wagon and harness, T. H. Dalton, . .	175 00	
Farming utensils, T. Thompson and others, ...	46 27	
Hogs, William H. Washington and others,	257 00	
Tools and grindstone, T. Lancashire, .	23 37½	
Hand-mill, A. G. Anderson, . . .	5 00	
Shovel and tongs, W. Smith, . . .	2 00	
		$9046 36
Notes and accounts on hand at decease of H. L. Douglas, as follows:		
Henry Philips' note, desperate, . .	$110 00	
Acc't on Mrs. Sarah Douglas, . .	387 73	
Robert English note, desperate, . .	750 00	
Notes in Citizen Bank of Madison County, uncurrent, desperate, ...	100 00	
Value of cotton crop for 1839, and notes,	269 00	
		1616 73
For the hire of slaves from the decease, to the day of sale, as follows:		
James W. Towns acc't, desperate, . .	$37 00	
J. B. Fetchell acc't, good, . . .	27 00	
T. Tiller, " . . .	26 00	
James W. Towns, cash received, and for hire, ...	50 00	
		140 00
Thomas Collins kept the slaves Edmund and Jane one year, and by order of the Probate Court delivered them up to the administrator, who cancelled his note for the purchase-money, the administrator receiving for their hire the sum of, .	$250 00	
Note on Wm. S. Bailey, for hire of same slaves for 1841, due 1st Jany., 1842, .	250 00	
		500 00
Same slaves resold, Jan. 17th, 1842, credit six months, to R. O. Edwards, for $1900, difference between the amount of sale to Collins and to Edwards, $95 00.		
Amount of advance or re-sale of said slaves, ...		95 00
Making a total of assets of the estate of		

all kinds, the sum of , as appears by the various records of the administration of the Probate Court of Madison County, Miss., ...	$11,398 09

The defendant, Wm. E., now shows to the Court the following statement, exhibiting the disposition made of the shown assets, and of the credits said administrators are entitled to, to wit:

By amount paid Miss E. H. Douglas, . . .	$1080 00
" amount paid Mrs. S. E. Glass, ...	1770 00
" amount paid R. O. Edwards, ...	62 00
" amount of Mrs. Sarah Douglas's note, cancelled at April Term, 1849, this Court, ...	785 00
" amount of account of Mrs. Sarah, cancelled by this Court at the April Term, 1849, . .	$387 73
" amount of Mary B. Douglas's note, for which judgment was obtained against said Mary B. and A. A. Cassidy, in the Supreme Court of Tennessee, at the December Term, 1851, and yet uncollected, ...	2005 00
" amount note on J. Lancashire, desperate and never collected,	25 37
" amount of Henry Philips note, do. do.	110 00
" amount of Robert English note, do. do.	750 00
" amount of James W. Town's account, do. do.	37 00
" amount of notes on Citizens' Bank of Madison County, do. do.	100 00
" amount of account on J. P. Marshall, do. do.	13 00
And per creditors of said estate, as appears by vouchers, filed in the Probate Court of Madison County, Mississippi, October, 1841, . .	460 74
" amount do. do., November, 1842, . . .	158 74
" amount do. do., December, 1843, . . .	1847 50
" amount do. do., December, 1844, . . .	640 90
" amount of vouchers, allowed by said Court at the July Term, 1849, ...	698 48
" amount paid Saunders from the claim on Bailey, as shown in the fore part of this answer, .	422 00
Total amounts of credits, ...	$11,353 64

The defendant, Wm. E., insists upon the above statement as showing a just and true account of all the debts with which said administrators are chargeable, and the credits to which they are, so far as they go, justly entitled. It will be seen by the Court, that, upon

balance of the account, the administrators are in arrears to said estate the sum of forty-five dollars and forty-five cents. But the administrators are entitled to various small credits for fees to various officers of the courts in Mississippi, which the administrators necessarily had to pay, and for which they have note. These are all susceptible of proof, and when they are brought in, will more than overbalance the small surplus found against the administrators, and this, too, without any allowance whatever to said administrators for their services in the administration. The said administrators, at the decease of said Henry L., were and ever since has been residents of this county; and this defendant never would have assumed the administration, but for the urgent solicitations of the widow, now Mrs. Cassidy. She represented to him that she herself was going to Tennessee to live; that the sole reliance for the support of herself and infant child was on the estate; that it was extremely doubtful whether it was solvent or not; and that, if the administration was confided to strangers, who felt no interest in the welfare of herself and child, it was more than probable they never would receive anything; and she urged this defendant, and her brother, Wm. H. Hall, to take upon themselves said administration. This defendant, actuated solely by a sincere disposition to be of some service to the widow and her infant child, which he thought under all the circumstances he could be, although it would be so inconvenient to him to do so, consented to unite with said Hall in the administration. This defendant supposes that the same motive of benevolence operated upon said Hall to induce him to enter upon said administration. The administrators residing in this county, it become necessary, in the conduct of the administration, to make frequent trips to Mississippi, and in doing this their own private affairs at home necessarily suffered for the want of their attention; and their travelling expenses, which were always heavy, were borne out of their individual means. Under these circumstances, this defendant thinks that said administrators should have an allowance for their services, commensurate with the circumstances under which they acted; and he suggests, respectfully, that the sum of one thousand dollars allowed to them would not be more than they reasonably deserve to have. He asks this Court now to allow them said sum for their services in the administration.

But if this defendant has failed in showing, to the satisfaction of this honorable Court, the true state of the administration of said estate, which he cannot think he has, he most expressly denies that there are any losses to said estate, arising from the individual acts in the administration; and he calls upon complainant to show and specially frame the particular item of each loss. This defendant, further answering, he insists that complainant, not by his bill, placed himself in a situation which entitles him to call on this defendant and Wm. H. Hall to account with each other. He expressly denies that there is any controversy between him and said Hall, and if there

were, the complainant has no right whatever to call on said Hall and this defendant to settle that controversy. They, with the permission of the complainant, will choose their own form and their own time for the adjustment of matters of controversy between them. He insists upon this defence to said bill by way of demurrer thereto. But if this honorable Court should be of opinion, that complainant is entitled to the account he calls for from this defendant and said Hall, then this defendant, answering, denies that there are any losses to said estate, or that, if complainant has paid any money whatever in his character of surety, to said administrators, that those losses arose from, or that he paid the money on account of, the individual acts of this defendant. This defendant will now show what part he took in the administration, and in what condition it was when he ceased to take an active part in it. Nothing was done in 1839, except to qualify as administrators, and to inventory and appraise the property of the estate. Both the administrators were present then. Their sale was fixed for the 10th of January, 1840. This defendant went alone from his residence in Sumner County, and superintended said sale; said Hall was not present. He sold all the property of said estate on a credit of nine months, and took notes, with security, from the purchasers. He was a stranger in that county, and he took no notes that he was not advised by a reliable source; they were given by responsible men. As well as he remembers now, he deposited all the notes and accounts in the office of the Probate Clerk of Madison County, and returned to Sumner County. In the fall of that year, when said notes fell due, Wm. H. Hall went to Madison County, and as he supposes, collected what he could of said notes, and put all the others, or most of them, in the hands of Mr. Handy, an attorney, for collection, and took his receipt therefor. In the summer of the next year, 1841, both the administrators were summoned to Madison County, to resist an application for their removal from the administration, and this concluded, both of them returned home. But little if any money of the estate was then collected. This defendant went to Mississippi in the fall of that year, 1841, and made a report to the Probate Court of all the assets of the estate, and of all the cash that had been collected up to that time, which, however, was a very small amount. But as well as he now recollects, he made no collections. He then returned home, and has never since had any concern with the administration. He has never received one dollar of the assets, except the note of R. O. Edwards, with which he discharged the claim of Mrs. Sarah E. Glass against the estate, and the note of Mrs. Mitchell, which he set off against a note she held against the intestate, but which, however, left a small balance in her favor, which has been discharged out of separate means of this defendant.

The reason that defendant did not take an active part in collecting the assets of the estate, was because Wm. H. Hall was the brother

of the widow, and as she and her infant child were the only distributees, he thought it most advisable that said Hall should make the collections and disbursements of said estate. This was the purport of several conversations with said Hall, who acquiesced in its propriety. Said Hall managed all the remaining business of the estate. making three several annual trips to Mississippi for that purpose. This defendant has no doubt but said Hall discharged his whole duty in the business, and suffered no loss to accrue to the estate.

But in his settlement he did not, as this defendant now knows, claim all the credits which the administrators were entitled to. The most of these credits are set forth in the previous part of this answer

Defendant Sarah knows nothing of the above statements and account as made and set forth by defendant Wm. E., but she believes they are true, and she adopts them as her own. Defendants, further answering, they say, that bill is multifarious, and they demur thereto, and claim the benefit of this defence, in the same manner as if they had especially demurred. Defendant Sarah demurs to said bill, for the reason that complainant's remedy against her, if any he has, is at law. Defendants claim and asks permission of the honorable, to avail themselves of all the defences which they could have had to said bill by plea or demurrer thereto; and having fully answered, they pray to be hence dismissed with their costs.

BRADFORD,
Sol'r.

State of Tennessee, Sumner County.

Personally appeared me, an acting justice of the peace for said county, Wm. E. and Sarah Douglas, who makes oath, that the matters and things stated in the above answer of their own knowledge, are true, and those stated on the information of others, they believe to be true.

WM. E. DOUGLASS,
SARAH DOUGLASS.

Sworn to and subscribed before me, this 5th day of June, 1852.

THOS. C. DOUGLAS,
J. P.

Filed June 7th, 1852.

The separate answer of Wm. E. Douglas to a supplemental bill of complaint of Robert H. Cage, filed against him and others, in the Chancery Court at Gallatin.

This defendant, saving and excepting all the defences to said supplemental bill which he could make by plea or demurrer thereto, answers to so much of said bill as he is advised to answer, and says, that all the charges and allegations of said supplemental bill, so far as this defendant is concerned, are particularly and fully answered by this defendant, in the answer of himself and Sarah Douglas, to

the original bill in this cause; and he refers to and adopts said answer as his own, to all the charges, interrogatories, and allegations to and against this defendant in said supplemental bill contained; and having fully answered, he prays to be hence dismissed, with his reasonable costs in this behalf expended.

BRADFORD,
Sol'r.

State of Tennessee, Sumner County.

Personally appeared before me, the clerk and master of the Chancery Court at Gallatin, Wm. E. Douglas, who made oath, that the matters and things stated in the above answer of his own knowledge, are true, and those stated on the information of others, he believes to be true.

W. E. DOUGLASS.

Sworn to and subscribed before me, June 7th, 1852.

W. M. BLACKMORE,
C. and M.

Per N. D. SMITH,
Deputy.

Filed June 7th.

The separate answer of Wm. H. Hall, former administrator of Henry L. Douglas, to the bill of complaint of Robert Cage, filed in the Sumner Chancery Court.

Respondent, reserving to himself, &c., for answer to complainant's bill, answers and states, he believes it is true, that complainant filed an original bill in this Court, at the time spoken of, against the parties mentioned. It is also true, that Henry L. Douglas died in Mississippi, in August, 1839, intestate, and respondent and Wm. E. Douglas administered upon his estate. It is also true, that the said Cage became the security of respondent and Wm. E. Douglas in Mississippi, in the sum of $16,000. Respondent supposes it is true, that complainant did not know much about how the estate of Henry L. was managed, for he (Cage) resided in Mississippi, and the administrators resided in Sumner County, Tennessee. It is also true, Henry L. left a widow, Mary, and an only daughter, Henrietta. Mary has since married A. A. Cassidy, and he, Cassidy, is also the guardian of Henrietta. It is true, Charles G. Saunders received a judgment upon the administrators' bond; and respondent supposes it is true, that complainant has paid about $573 of Saunders's judgment; the precise amount respondent cannot state. It is true, A. A. Cassidy also obtained a judgment on the same bond, and Henrietta; the precise amounts of all three of the judgments are not known to respondent. Respondent has heard, that complainant has paid the judgments, but he calls for the proof of the payment of said judgments, as well as proof of the amount of each judgment. As to the complainant making no defence to these judgments, and the arrange-

ments or understandings which he had with Cassidy, that prevented him from defending said suits, respondent knows nothing. Respondent knows nothing of the repeated assurances of Cassidy. He knows nothing of what Gen. Hall wrote to complainant. It is true, Gen. Hall and Mrs. Sarah Douglass became liable to complainant for the respective liabilities of their sons. It is true, as respondent believes, that complainant came by Louisville to Tennessee for the purpose of getting Cassidy to come to Tennessee, on his arrival in Louisville; that Cassidy had come to Tennessee, and complainant had followed him on to Sumner County.

It is true that respondent was willing to have a settlement with Cassidy and complainant. On complainant's arrival in Sumner a settlement was spoken of, but respondent believes that all the parties never assented to all the preliminaries of this agreement. Respondent thinks Cassidy made a proposition to accept of $1500 from each administrator, in full of all the claims which Cassidy had against the administrators, provided the claims of Wm. H. Douglas's estate against H. L. Douglas were cancelled or surrendered. Cassidy refused to admit some of the claims of the first administrators, and no settlement was made. Respondent knows nothing about what assurances Cassidy gave complainant before his return to Mississippi, or about the issuance of the fi. fa. in that State. Respondent has impressions that Cassidy was willing to give Cage every indulgence he could, consistent with his duties as administrator. As to complainant paying the costs of the judgments in Mississippi, and giving his note to Cassidy for upwards of $600, respondent knows nothing, except he heard Cassidy say, that he had taken his note for the amount of the judgments, and his note was given 12 months after date. It is true, as respondent believes, the complainant made a second trip to Tennessee, and the day he arrived in Sumner, respondent did leave for the west end of the State; but when he passed complainant, on the road, complainant was in the mail coach, and respondent did not see him until he had passed him. But respondent did not leave to avoid a settlement; before he left, respondent told Col. Guild, the attorney of complainant, that respondent was not needed in said settlement, as the difficulty, with regard to said settlement, was between Wm. E. Douglas and Cassidy. Respondent never has had any disposition to avoid a settlement with regard to all these matters. Respondent will state what he knows relative to Richard Edwards's note, which was for about $1900. This note was given to Edwards for two negroes, bought by him of Wm. E. Douglas, administrator of H. L. Douglas. The negroes were sold publicly, under an order of Court, by Wm. E. Douglas, and the note was taken by him, and he, Wm. E., collected all the money for the same. Respondent found on the books of H. L. Douglas, that he had charged himself, for Sarah E. Glass, with about $1400. Respondent finds, in said book of H. L. Douglas, that he has charged

his ward, the said Sarah, with $140, in various items; then there is another of $300 against the said Sarah, which appears, from said books, to have been sent her in Tennessee, from Mississippi, by the hands of Wm. E. Douglas; the $140 was paid in the year 1837, and the $300 the year of 1838. This is all respondent knows, which would throw light on the Edwards note. Respondent denies that he ever directed his co-administrator to pay the full amount of the Edwards note to Sarah E. Glass. Respondent has no vouchers in his hands of payments made to Mrs. Glass. Respondent denies that he knew, or admitted the Glass and Edwards debts were equal, or any ways near equal.

As to the second item of error, respondents states, that, under an order of court, Wm. E. Douglas, administrator of H. L. Douglas, sold publicly a negro boy, called Dick; the said boy was bought by Wm. E. Douglas for his mother, Sarah Douglas, and she executed her note to the administrators of H. L. Douglas for upwards of $700, in the year 1840. As to the action taken relative to this note, reference is here made to the proceedings in the case of Wm. H. Douglas's executors, *v.* H. L. Douglas's administrators. The note went to pay the debt of Wm. H. Douglas, as will be seen by said examination, this note constituting part of the judgment against Cage in Mississippi. As to the item of the account of $387, against Mrs. Sarah Douglas, respondent refers to the proceedings in the suit before mentioned, between the estates of Wm. H. Douglas and H. L. Douglas, for full and accurate information on this point. His recollection is, that the sum of $387 was made up of articles of groceries, furnished by H. L. Douglas to his mother Sarah. This account was settled in the suit between the estates of Wm. H. Douglas and H. L. Douglas, and the same constitutes a part of the judgment against Cage in Mississippi, and is therefore in the note of Cage.

As to the item relative to the Bailey debt, respondents states, the administrators of H. L. Douglas obtained a judgment against said Bailey, for upwards of $300; this judgment was transferred to C. G. Saunders, and went to pay a part of this debt against the estate of H. L. Douglas. Respondents is not certain, but he believes, this judgment constitutes a part of the judgment against Cage, and is in his note given to Cassidy.

There were some other items in the judgment against Cage, which have been matters of contention between the old administrators and Cassidy, but which cannot be particularized by respondent, unless respondent had a copy of the judgment or inventory. It is true, that complainant has obtained the written allegations of Wm. Hall and Sarah Douglas, to pay the respective liabilities of their sons; it is true, complainant has a bill endeavoring to make Sarah Douglas liable to him. Respondent states, as he has before done, that Cassidy did offer to take $1500 from each administrator, as an answer in full to this part of the bill. He here refers to the former part of

this answer, where all this matter is fully explained. Respondent states, as he has before done, that he has been always ready and willing to settle the whole business of this estate, and the delay has not been caused by himself, but by Cassidy and Wm. E. Douglas. Cassidy and respondent could, at any time, have settled this whole matter in one day, as far as respondent is concerned himself. Respondent, having fully answered, prays to be hence dismissed with his necessary costs.

BARRY & HUMPHREYS,
For W. H. HALL.

State of Tennessee, Sumner County.

On this 3d day of June, 1852, personally appeared before me William H. Hall, and made oath, that facts stated in the foregoing answer are true to the best of his knowledge and belief.

WM. H. HALL.

Sworn to and subscribed before me, the year and date above written.

G. S. GRAY,
Justice of the Peace.

Filed June 25th, 1852.

The answer of Alexander A. Cassidy and his wife Mary B., and Henrietta Douglas by her guardian, A. A. Cassidy, to the bill of omplaint of R. H. Cage, against themselves and others, in the Chancery Court of Sumner.

These defendants, for answer to said bill, answer and say, they suppose complainant has filed his bill in this Court against William E. Douglas, Sarah Douglas, and William H. Hall; but, as regards the contents and objects of said bill, not having seen it, they cannot speak, but said bill will speak for itself. They will say, however, that William H. Hall and William E. Douglas did administer upon the estate of Henry L. Douglas in the Probate Court of Madison County, Mississippi; and, as they suppose, on the 30th October, 1839; and that said Probate Court did require the administrators to give other bond, which may have been given as alleged, on the 28th June, 1841; and defendants admit, that complainant did become their security upon said bond, and it may have been given in the penal sum of $16,000, as charged. Whether complainant knew anything about the assets or management of said estate, defendants do not know; but if he did not, it was his own lookout, for which he is responsible, and not defendants.

It is true, that said intestate left a widow, Mary B., and that she has since intermarried with defendant, A. A. Cassidy; and that he left an infant daughter, Henrietta, for whom this defendant, A. A. Cassidy, is guardian, having given bond and ample security for such guardianship.

With regard to the alleged judgment against complainant, by Charles G. Saunders, defendants have no knowledge upon that subject; nor have they, as they suppose, anything to do with it. It is true, that complainant was sued upon his said bond in the District Court of the United States, in Jackson, Mississippi; and that judgment was recovered by defendants, Cassidy and wife, against complainant, on 22d day of May, 1850, for $3253 64; and, upon the same day, judgment was recovered against complainant for the same amount, in favor of the said Henrietta Douglas, and likewise for costs in each case; but whether the costs would make the amount of each case, as charged in the bill, defendants do not know, not having access to the records of the case, which is in the Federal Court of the State of Mississippi. But said record will speak for itself; a certified copy of which will be produced upon the hearing of it, if it is necessary for defendants' interest, it should be done.

Defendants will here refer to some of the facts in the case, which rendered such suit necessary. As has been already stated, William E. Douglas and William H. Hall were the first administrators upon the estate of H. L. Douglas, in Mississippi. Some time after defendant, Alex. A., intermarried with the said Mary B., the said letters of administration, which had been granted to the said Hall and Douglas, were revoked by the said Probate Court of Madison County, Mississippi; and the said Hall and Douglas removed from their administration of the estate, and this defendant, Alex., was appointed administrator de bonis non upon said estate, by said Probate Court of Madison County, Mississippi, in December, 1848. More than nine years having elapsed, since the said Hall and Douglas administered on said estate in Mississippi, defendant, A. A. Cassidy, considered it necessary for the interest of those he represented (to wit, his wife and her child), that the said Hall and Douglas, administrators, should be brought to a settlement of their administration of said estate. This, he was advised, it was proper to do in the Court of Mississippi, where the administration was granted, where the estate of said H. L. Douglas was situated, where they had given bond with security for the administration of the estate, where they had returned their inventories, and where they had made their settlements, so far as they had made any, and where they were accountable to the heirs and distributees for the assets of said estate. Defendant, accordingly, took regular and legal steps in the Probate Court of Madison County, Mississippi, where the administration was granted (after first having made several, but ineffectual, efforts to bring them to a settlement of their administration of said estate), to effect a settlement with said administrators, and filed his petition in that Court for that purpose, in which the said Hall and Douglas were made parties, and obtained a decree against them in his favor as administrator de bonis non of said estate, at the July Term, 1849, of said Court, for the sum of $6287 21; and afterwards, at the October Term, 1849,

of said Court, upon petition of these defendants, Cassidy and wife, and the said Henrietta Douglas, by defendant, A. A. Cassidy, against the said Hall and Douglas, former administrators of said H. L. Douglas, a decree was entered up in favor of each of the parties respectively entitled to their portion of the estate, to wit, in favor of defendant, Cassidy and wife, for the sum of $3143 60, and in favor of the said Henrietta for the same amount of $3143 60.

Hall and Douglass had no property in the State of Mississippi, either individually or jointly, nor any anywhere else, so far as defendant knows, subject to execution, and he therefore, as he was advised it was proper for him to do, brought suit in the Probate Court at Jackson, Miss., against complainant, upon the bond which he had given as the security for Hall and Douglas, and recovered judgments against him. As has been already stated in May, 1850, suits were brought against complainant to the November Term, 1849, of said Court, as defendant Cassidy understands. They were not tried until the second term, which was in May, 1850, which will show there was no surprise upon complainant, that he had ample time to make his defence, and that no advantage either was or was intended to be taken of him in the cases.

Defendants, further answering the allegation that complainant made no defence to the actions, employed no attorney, nor in any respect attended to them; if these were true it was complainant's own fault, for he had an opportunity of defending them, and defending them successfully, if such defence could have been made; but defendant Alex. A., who himself was not present at the trial, being at that time in Louisville, Kentucky, is informed and believes, that said allegation is wholly untrue. That the same was defended for him by some of the ablest counsel in the State of Mississippi, by Messrs. Guion, Miles, and others, while defendant Cassidy had but one, Mr. Handy. Defendant understood that the cases were contested on the part of complainant with much energy, spirit, and skill; that Wm. E. Douglas, one of said administrators, was himself present in person; and that everything was done which could be to defeat the suits, but without success; and that the very matters of defence which are now set up by complainant in his bill, were relied on in the Federal Court of Mississippi, but now all overruled by the Court. Defendant Alex. A. does not know whether complainant himself or Wm. E. Douglas employed the counsel, nor does suppose that is material; if employed by Douglas, it was no doubt because he most interested, and could make the defence most successfully, if defence could be made at all.

Defendant A. A., further answering, in regard to the reasons which complainant assigns for not defending the suit, &c., that defendant Cassidy wrote to him he wished to get judgment, not with a view of compelling him, complainant, to pay the judgment, but solely for the purpose of effecting a settlement with the said admi-

nistrators, and particularly Wm. E. Douglass. Defendant begs to remark here, the absurdity of this statement in regard to his letters upon its face, that he should be suing complainant merely for a settlement with the former administrators, and not for the purpose of rendering complainant liable, when defendant Cassidy had already had such settlement in the Court of Mississippi, and a decree for the amount. Defendant does not believe, and he therefore denies having written any such letters, and calls for the production of the whole of them, and let them speak for themselves. Defendant has no doubt he may have written to him that it was a hard case on him, and that he (defendant) desired that he should have every chance to make it out of Douglas. That he wanted him to save himself out of Wm. E. Douglas, because he, defendant Cassidy, considered him, Wm. E. Douglas, mainly liable for the entire fund, with the exception of some small amounts, and that he, defendant Cassidy, was desirous to aid complainant in any way he could with propriety to save himself. Defendant's main object was to secure his debt, and he was willing, therefore, out of friendship to complainant, who was only the security, to do anything complainant might desire, that would not hazard the debt, and enable him to secure or make the money from those who ought first to pay it.

All the defendant wrote or said to complainant, was merely with a view to aid him as security in saving himself, but in no respect to yield, give up, or hazard complainant's liability.

Defendant, further answering, has no recollection of assuring complainant, and therefore denies the allegation of assuring complainant that he need put himself to no trouble or expense in defending the suit in Mississippi, and that his object merely was to enable him to compel Douglas to settle with him. Defendant has no recollection of corresponding with complainant at all, previous to his judgments against him in the Federal Court of Mississippi, any further than to give him to understand there was a large amount due from Hall and Douglas, as administrators of the estate. That defendant considered complainant's situation to be rather a perilous one, and to put him on his guard, and for the purpose of better enabling complainant to secure himself out of said administrators. And after defendant had obtained the judgments against complainant in Mississippi, he was still desirous to aid him in securing himself, as it was surely laudable for him to do, not at any time wishing to oppress him wantonly, but so far from not holding complainant responsible, complainant was the man defendant did look to, and the only man defendant was advised he could look to, for Hall and Douglass had no property in Mississippi, and were non-residents of the State, and defendant Cassidy was administrator, nowhere else but in Mississippi, and could maintain suit nowhere else, as such administrator. Defendant therefore repeats, that he did look to complainant, and did depend on him for the amount of the defalcation of the administrators in Mississippi,

which amount had been ascertained by a decree against them, and defendant has done nothing and did not intend to do anything to exonerate complainant from his liability, but at the same time was very friendly with him, and would have been glad for him to indemnify himself out of the parties liable to him, and that was the object of his correspondence with him.

Defendant had no personal interview with complainant, as he believes, in regard to this matter of his liability, until after he had obtained judgment against him in Mississippi. Defendant does not know what Gen. Hall may have written to complainant, nor is he responsible for that, but he imagines it will be found that Gen. Hall wrote nothing more, than that defendant Cassidy's object was primarily to make Douglas pay the money, but not at all to absolve complainant from his liability.

And defendant will here now say, that he would be gratified if the former administrators would pay it; and that he desired them primarily to pay it, is shown by the fact that he first proceeded against them and obtained a decree against them. Complainant is mistaken, however, in supposing that defendant resided at Gen. Hall's. He was there during the summer and fall of 1847, being in bad health, but did not at any time consider it his home, and he has been there since occasionally on a visit.

Defendant supposes it to be true that Gen. Hall and Mrs. Sarah Douglas did give complainant some assurance or bond of indemnity, that each of them would meet and pay off the respective responsibilities of their respective sons, and defendant supposes it is not inappropriate for him to remark, that if complainant had such letters from him, that he need not put himself to any trouble or expense about the suit in Mississippi, and that it was with no view of compelling him to pay any such judgment, it was at least very remarkable that complainant should put himself to the trouble and expense of coming to Tennessee, and procuring indemnity from Gen. Hall and Mrs. Douglas. Defendant believes the indemnity which complainant got of Gen. Hall, was obtained in 1851, but that got of Mrs. Douglas, as early perhaps as 1839. As complainant again states that he made no defence to the suit against him in Mississippi, defendant will again repeat, it was defended ably and vigorously; defendant, further answering, denies that fi. fa. issued in violation of any promise or assurance on the part of defendant, although if defendant had made any promise or assurance, after judgment was obtained, that he would not issue any fi. fa. on it, defendant is advised that any such promise would have been nugatory in law, and that he had a right to change his views about. This matter was in the hands of defendant's counsel in Mississippi, and defendant would have been willing to have given any indulgence that his counsel may have thought proper, that would not have jeopardized defendant's interest in the matter. He supposes that an execution according to the practice of

the Court in such cases; but complainant did not intend to have complainant's property sacrificed, and with that view, and in order to prevent that, and give him time and opportunity to make his money, if he could, out of the proper parties, entered into the ultimate arrangement, by which complainant gave his note with security for the amount, and which will be spoken of hereafter.

Defendant, further answering, says, it is true that, in the fall of 1850, complainant did write to defendant that he would be at Louisville, Ky., by a given day, and wished defendant to go with him to Tennessee, for the purpose of sealing up all this matter, and closing up the whole business. It is not true that complainant wrote defendant he would be there to go with him, defendant, to Tennessee, to enable defendant to bring said administrators to a settlement. But that he, complainant, desired defendant to go with him to Tennessee for the purpose of enabling him, complainant, to bring said administrators to a settlement. Defendant made no reply to the letter; indeed there was no time for it, and therefore made no arrangement with complainant as is stated in the bill. Defendant remained in Louisville several days after the time complainant appointed for being there, and supposing complainant might have gone some other route, defendant went on to Gallatin, Tennessee, and complainant got there some days after.

Defendant, further answering, with regard to the allegation about the administrators being willing to settle, and if they could not agree, that each party would select competent persons to make the settlement for them, will state the facts about the matter as he recollects them. As already said, defendant and complainant did meet at Gallatin. The administrators, Hall and Douglas, likewise came there, and were all together with a view of seeing if a settlement could be effected. Cage and Douglas proposed that they should have settlement, and this should be the basis (to wit); that each party should select a man, and that these men should decide on all the matters without regard to their legality, but upon what their views might be of what was right and just without any regard to law. Defendant Cassidy replied, that whatever was done, so far as he and those he represented were concerned, must be done according to law. That he knew nothing else but the law for his guide, and of course he rejected the proposition. He saw it might be eminently dangerous. They might bring in any sort of spurious claims. He was acting as the representative of his wife and her child, and could admit of no such basis, or any other than the laws of the land, by which he is willing to abide. Defendant said he was willing to select any legal man, and settle it according to law. This Cage and Douglas rejected, and the matter then closed.

Defendant, further answering, in regard to the allegation that defendant said the administrators were entitled to credits reducing the

judgments, &c. Defendant will state the facts as they occurred on this subject.

Defendant did say that for the purpose of relieving complainant, and to get Gen. Hall's mind at ease (for the complainant was continually annoying him by letters and otherwise, and being urged to compromise by both complainant and Gen. Hall), that if Wm. E. Douglas and Hall, the administrators, would pay him $3000 in cash, and Wm. E. Douglas would dismiss or have dismissed all suits then pending against him by the said Wm. E. Douglas and Sarah Douglas, and pay all the costs of the cases, and the costs of the Federal Court in Mississippi, that he would compromise the matter and pass receipts with all the parties, Cage, Hall, and Douglas; provided, Wm. E. Douglas, Sarah Douglas, and Mrs. E. H. Mitchell, her daughter, and Gen. Hall, and Wm. H. Hall, would sign a written instrument, stating he, A. A. Cassidy, had done right in making the compromise, and thus sustain him in it. On the above conditions, he would be willing to settle by compromise, but no other. This was to save him from censure from any quarter. Defendant would here state, by way of explanation, that those suits then pending against him and his wife and others, in the Chancery Court of Sumner, in favor of the said Wm. E. and Sarah Douglas, were of a very annoying character, not only to himself and family, but to Gen. Hall, whose negroes they had attached, and were endeavoring to render subject to a claim endeavored to be set up against defendant and his wife, Mary B., which principal and interest amounted to somewhere between $3200 and $3500; and although defendant did not believe said claims could ever be established, yet, as it was a very important and annoying case to himself and family (he having moved to Louisville, Kentucky), as well as to Gen. Hall, his father-in-law, he was willing to make a sacrifice, in order to relieve himself and others of trouble and anxiety, although he knew he was losing greatly by it.

But defendant would submit to your honor, that it is a settled principle in law, that a proposition for a compromise can affect no one's legal rights, nor should it prejudice them. This proposition by defendant was rejected by Wm. E. Douglas. Complainant Cage then urged this defendant to take $3000 from them and release him; and then offered, if defendant would release him, to pay $1500 himself, over and above any claim on them. All these propositions were rejected.

It is not true that defendants said the administrators were entitled to credits, reducing the judgments to $3000. He might have said they were claiming credits, but never admitted the justice of the claims; indeed, he did not know what they were, for Wm. E. Douglas refused to show them to him. It is not true that defendant proposed to take $1500 from each of the administrators, but $3000, in the way and on the terms already stated. The administrators did not specify any particular credits they were entitled to, except that

of Mrs. Glass, and Wm. E. Douglas said at the time, that he had either no voucher or no proper voucher for that. Complainant left, as well as defendant recollects, within a day or two after that, and defendant told him he had no hope of a settlement ever being effected. Defendant will here remark, that he has already been put, unnecessarily, as he thinks, to enormous expense in prosecuting his just claims, as the representative of H. L. Douglas, as well as in defending the suits before referred to, of Wm. E. and Sarah Douglas, in the Chancery Court of Sumner County, which suits have since been decided in his favor in said Chancery Court, and defendant is still further annoyed by these parties, they having carried the cases to the Supreme Court of this State; and defendant is still further annoyed by the institution of this suit against him, and defendant does not, therefore, feel himself bound by any former offer which he may have made for compromise, nor that he could make them again with propriety under present circumstances, but that he ought to stand, and does now stand, upon his legal rights.

Defendant, further answering about complainant's leaving Gallatin with the expectation of its being arranged, defendant states, he told complainant he had no hope or expectation it would be arranged. Defendant further states, he made the complainant no assurance or promises such as is charged in the bill, that he should be liable for only what was just and right, and the proper credits should be given, &c., for it would be a very uncertain criterion, about what was just and right; for complainant and the said Wm. E. Douglas might think it was just and right they should not be liable at all, and ought not to be responsible for any defalcation, whereas the Courts of Mississippi have decided on these questions, and said it was just and right that they should be held responsible to the full extent of defendant's judgments. Defendant did, however, say, if any voucher was presented in a legal form, and was a legal voucher, it should be allowed; but this was after the judgments against complainant, and therefore, merely gratuitous, and as before remarked, defendant has been so much annoyed and harassed about these matters, and been so much troubled and expense, that he thinks it proper now to stand on his legal rights. Defendant supposes it to be true that fi. fas. were issued on said judgments in Mississippi against complainant, which was just as it should have been, and which he supposes were levied on his property, but this was not in violation of any agreement or promise that defendant made, although he did not intend that complainant's property should be sacrificed, and was willing to give him any opportunity that he could safely, first, to get the money out of the administrators, who ought first to have paid it. Defendant does not believe or admit, that his attorney, Mr. Handy, said he knew the judgment was entitled to be abated or credited, but if he did, defendant does not suppose it would be binding on him. But Mr. Handy could not have stated it, because he did not know of any such thing.

No voucher was ever presented or shown to him of a legal character, or indeed any voucher in any form. All he knows was that they, the administrators, said they ought to have credits. Defendant, further answering, with regard to the note which complainant says he executed for the amount of said judgment, dated 14th March, 1851, for $6282 86, and that this was the only thing he could do, complainant alleges, defendant is advised that this statement shows its absurdity and falsehood on its face; for if the various promises had been made by defendant, and these various frauds practised upon complainant, as charged in the bill, and if he was entitled to these various credits as alleged, and which he was prevented from obtaining by defendant's circumvention and inducements, held out to him not to defend the suit in Mississippi, and judgments were thereby obtained, it is palpable that a Court of Chancery in the State of Mississippi would have enjoined defendant's judgment and given relief; and defendant is advised, that the very fact of his giving his note for the amount of the judgment, payable on time, is of itself a new contract between himself and complainant, and a waiver and utter abandonment of his pretended equities. Defendant, further answering on the subject, complainant shows in his bill that the judgments were recovered against him in the District Court of Mississippi, on the 22d May, 1850, and that execution had been issued on these judgments. These executions were returned to the November Term of the Court, as defendant supposes. Complainant then, as defendant understands, bonded these judgments, that is to say, he gave his bond, with security, for the money, which he was entitled to do under the laws of Mississippi. This bonding of the judgments was previous to the November Term of the Court, 1850, and the money after that could only have been made returnable to the May Term of 1851, of the Court.

Defendant, further answering, with regard to the said note of $6822 86. The money, as already observed, would have been obliged to come by the May Term, 1851, of the Court. Complainant stated, it would ruin him to have to sell his negroes, and asked for time, and defendant's object was to indulge him as far as possible, and be safe in doing it, and therefore gave him time, and complainant gave said note with security; which shows that the object of giving the note was not, what it is untruly alleged by complainants to have been, to enable him to get credits, &c., but it was given because defendant did not wish to oppress him, and to enable him to collect the money first, if he could, from the other parties. The money would have been made, according to complainant's own showing, by the May Term of the Court, 1851, and defendant should not be placed, as he now submits, in a worse situation by its not having been done, and this new note having been given.

And what shows the incongruity, to give it no harsher name, of this statement about the object of giving the note, is the other allegation

which he makes; that he never ascertained the facts upon which he claims credits till lately. Complainant says, in his bill he has filed certain records and receipts from Mississippi; but, on inquiry, defendant learns they are not on file, and defendant supposes, therefore, complainant is as much in error in this statement as in the other allegations of his bill. With regard to the other fi. fas. which complainant says had issued, defendant states it as not true; that he said they were issued without his authority, and that none should issue. All defendant said was, that he had not instructed his attorney to issue executions, nor had he instructed him not to do it, but defendant sanctioned what his attorney had done; all the instructions defendant gave were these, "that if the debt was safe and there was no legal necessity to issue an execution, he did not wish it done; but if there was any necessity to issue an execution in order to make the debt safe and sure, then to issue the execution." It will be seen, that defendant's object in all this was not to exonerate complainant in any respect from liability, but rather to secure liability, but at the same time not to oppress him, but to give him time to make the money off the parties who first ought to pay it. Complainant says, in his bill, that defendant spoke of complainant giving his note on time; in this he is mistaken. Complainant proposed himself to give his note, and defendant did not feel disposed to refuse, provided the debts could be made perfectly secure to him and his ward, because his object was, as he has repeatedly said, not to injure or oppress him in any way, unnecessarily, but to give him time to make the money off the parties who ought first to pay it. Defendant denies, that said note was executed to him upon any conditions whatever in regard to credits (this note was given to him in Mississippi through his attorney), but said note was absolute and unconditional, and executed on the 14th day of March, 1851, in payment of a judgment, which would have been collected by the May Term, 1851, of Federal Court of Mississippi, &c. Defendant is advised that this note is conclusive in this case, and that no matter in regard to it can be reinvestigated in this court. Complainant again says, that defendant's said credits could be given. This conversation in regard to credits was in October, 1850, and long after the judgments against complainants. But defendant did not then promise the credits should be given, but may have said, as already remarked, that, if they had any legal vouchers, that could be presented in a legal form, and if they were entitled legally to any credits under the Mississippi law, and according to the usage of the Mississippi courts, where all these transactions took place, which credits they had not received already, they should still have it, but he did not intend by this most assuredly to allow anything that was not a legal credit, and for which they had not a legal voucher, that would have been allowed by the Probate Court of Mississippi, on the trial of the case in that Court, for he could not do so, filling the representative station of an administrator

which he did. But, as already remarked, although he would have been willing then, with a view to a final settlement and arrangement of the whole matter, to have done so (although it might have been, and as he is advised, would have been illegal for him to do so), he does not, under existing circumstances, and at this time, feel himself bound by it. Said note was not given on twelve months' time, as defendant understands, but the same became due, and was payable on the first day of January, 1852, bearing interest from the date of the same. Defendant, further answering, with regard to the allegation that complainant left his residence in Mississippi, and wrote to defendant to be at Gallatin, that he was coming up to have a settlement, &c., defendant denies that any such letter was written to him, or, if it was, he did not receive it; with regard to Wm. H. Hall leaving the county, defendant, being in Louisville at the time, does not know how that is, but understood he left on business, having intended to go the Western District for some time, but not to avoid complainant, as defendant believes; for he told defendant several times during the summer of 1851, that he and Col. Wynne intended to make a trip there during the summer or fall. It is true, defendant was not present at the time complainant alludes to, which he supposes must have been about the 20th of September, 1851, or a little later, judging from the date of the fiat of the Judge; nor did he know that complainant was in Tennessee, or that he intended to be, until some days after he left. It is wholly untrue, as stated, that complainant understood from defendant, that said judgments were far too much, nor did he state they would be abated or credited; he may have said, they claimed credits, but he did not admit their justice. He, defendant, never did believe they had any claims that were legal, and in law ought to be allowed.

As regards the debt of Bailey, that will be spoken of hereafter. Complainant says, he never understood the nature of these claims, and their character, until yesterday, which defendant supposes must have been about the 20th to the 24th of September, 1851. Defendant denies this statement altogether. These matters and claims of the administrators were all well understood by complainant, for they were all talked of in Gallatin by complainant, and all the other parties, Douglas and Hall, and Gen'l Hall and defendant, in October, 1850, when complainant was first in Tennessee, trying to effect a settlement; and complainant must likewise have been informed all about them, when Wm. E. Douglas was in Mississippi, attending to the case against complainant, in the District Court, in May, 1850, which has already been spoken of; and said Douglas stopped and perhaps stayed all night at the house of complainant, at that time, as defendant understands, for complainant told defendant, in Gallatin, in October, 1850, that Wm. E. Douglas had told him, at his own house in Mississippi, that he need have no fears or apprehensions, for he would go on to the Federal Court, and be there at the trial

(which he was), and defeat the whole thing. Defendant Cassidy has understood that complainant Cage was at the May Term of the Federal Court of Mississippi also, but as he, defendant, was not there, and cannot speak positively.

Defendant, further answering the allegation, that complainant is now informed that defendant had an ex parte proceeding before the Judge of Probates, and about complainant just being informed at that time, defendant is compelled to say is all fiction, for he knew perfectly well about these proceedings in Mississippi long before, for defendant had informed complainant himself. He was going to apply to the Probate Court of Madison County, Mississippi, for a settlement against the administrators, Hall and Douglas, before he did so, and complainant must have been informed, and it was his duty fully to know the whole character of defendant's claim, whenever suit was brought against him by defendant in the District Court of Mississippi. Complainant's residence in Mississippi is only about twenty miles from Canton, in Madison County, where these proceedings took place, and therefore it would have been very easy for complainant, and no doubt he did keep himself fully advised of all these proceedings during their progress. It is true, the proceedings in Mississippi were ex parte against Hall and Douglas, the administrators; they were non-residents. The proceedings were all regular, as defendant understands and believes, and which will be shown to this Court in proper time, if material. Defendant did not attend to this matter himself, in person, but it was by his counsel in Mississippi, defendant proceeded against them in Mississippi, where they had administered, and were responsible for the estate, and before the same Court, and it was the only place he could proceed, being administrator de bonis non *non* of the estate of H. L. Douglas, and because complainant, the security, was there, and all the evidences, in regard to the estate, were there, records and everything else. Defendant's object was to have a settlement with the former administrators, Hall and Douglas, which defendant was wholly unable to effect, especially with Douglas; for defendant had frequently applied to him for a settlement, but was wholly unable to accomplish it. It is true, in said settlement by the Probate Court, said administrators were charged with the note of R. O. Edwards, which, with interest to the 10th July, 1849, the date of the decree, amounts to $2960 86. This was right; they should have been charged with it, for they acknowledged, in their return on the 21st December, 1844, they had collected it.

With regard to the alleged payment of the debt to Mrs. Glass, if such a debt were paid, of which defendant has no knowledge or information, except what he got of Wm. E. Douglas, the correctness of which defendant by no means admits, it would still not prove that the administrators ought not to be charged with the Ed-

wards note; it would only be a claim, on their part, of an alleged credit.

If such a debt was paid to Mrs. Glass, in Mississippi, and legitimately paid, that should have been returned and shown by the administrators, in Mississippi, in their settlement with the Court there. The last annual settlement made by the administrators, in Mississippi, was on the 21st December, 1844, in which there is no claim; nor is there in any previous settlement of a credit for such payment to Mrs. Glass. But again, not only did said administrators never fail to bring forward a claim to such credit in any of their settlements in Mississippi, from their first annual settlement on the 26th October, 1841, up till the time defendant commenced his proceedings against them, in Mississippi; but upon these proceedings, in Mississippi, by this defendant against the administrators, they brought forward no such claim. Now, upon these proceedings in Mississippi, if they had a legitimate voucher for such payment, they could have shown it, and it was their duty to do so; or in law (as he is advised) it was an abandonment of any claim to such credit.

In addition to the administrators, Hall and Douglas, being regularly cited by publication, according to the laws of Mississippi, defendant informed them personally, he was going to institute proceedings in Mississippi against them, and after he had commenced proceedings, he informed them of that fact; and if they were entitled to any credits the Court in Mississippi, was the place to show it. Defendant is advised, the decree in this case, against the administrators, in the Probate Court, in Mississippi, is final and conclusive upon the rights of the parties; and this Court cannot decree another account which is prayed for, but more especially as this case is now presented to the Court, this defendant, not seeking the aid of this Court to enforce the collection of said decree, and upon which decree and proceedings in Mississippi he relies as a defence, in the same way as they were formerly pleaded. This defendant is now a non-resident of the State of Tennessee, and likewise these defendants, Mary B. and Henrietta, are non-residents since September, 1849, at which time they removed to Louisville, in the State of Kentucky, where he now resides; but being in the State of Tennessee, in Sumner County, about the middle of December, 1851, for his family, who were there on a visit, process in this case, together with a copy of the bill, was served on these defendants; and these defendants are advised that this Court has no jurisdiction of the case against them, and upon which they rely, in the same way as if they had pleaded in abatement to the bill. Defendant, further answering, in regard to the alleged claims for credit for the payment of Mrs. Glass, that he is advised this is to be settled according to the Mississippi law; and if the administrators, or Wm. E. Douglas, one of them, paid the debt to Mrs. Glass (as this defendant understands, he, Wm. E. Douglas, to have done), it was his

duty to have obtained a proper voucher for its payment at the time, and to have returned it to the court in Mississippi, at the first settlement after the debt was paid; and not having done so at that time, it was too late to have done it at the time of the final decree in the Probate Court of Mississippi; that the administrators were entitled to two years only to settle up the estate in Mississippi, unless further time was granted by the Court; that this payment, if made at all, which defendants do not admit, was made many years ago. It was their duty at the time of the payment, or rather that of William E. Douglas, the administrator, who is alleged to have made the payment, to have taken a legal voucher, and to have returned it to the Court upon his first settlement afterwards, so as to have it allowed upon the settlement of that Court, and that he could not do it afterwards; and therefore, upon the trial before the Probate Court in Mississippi, in July, 1849, it would have been too late to have got a voucher from Mrs. Glass. It would not then have been allowed. But again, if it could have been done then, it is too late now; and again, none but the Court in Mississippi has jurisdiction over this matter now, if indeed any court could entertain jurisdiction, which is not admitted.

Defendant is informed and believes, that the said Wm. E. Douglas went to Mississippi about October, 1850, and took counsel about attacking the decree, and was advised by several of the ablest lawyers there, it could not be done; and, as already before stated, said Douglas was present at the time of the trial, in the District Court, against complainant, in May, 1850, when complainant failed in his defence; which shows that these proceedings were regular, against the administrators, and the decree final and conclusive. Defendant will here state, in regard to the note of $6822 86, he is advised this Court has no jurisdiction whatever over it. These defendants are non-residents of the State of Tennessee; the note itself is in Mississippi; complainant himself is a citizen of Mississippi; and defendant is not attempting to enforce collection of the note in the courts of Tennessee, so as to give this Court jurisdiction: on all of which these defendants rely in the same way as if they had pleaded in abatement to the bill.

With regard to the amount of Mrs. Glass's debt: defendant has no knowledge whatever in regard to its amount or its existence, except what he has learned from Wm. E. Douglas, which he does not at all admit; nor can his statements in any way establish the claim, or affect defendant's interest: if there was any such claim, or if it was paid, there ought to have been, and, as defendants think, necessarily would have been, some vouchers taken, establishing such claim, and its payment; and if it is at all important in this case, defendant requires it to be established by strict proof.

Complainant says he received information about this claim on yesterday, that is as defendants suppose, about the 20th Sept. 1851,

as the fiat bears date 24th Sept. 1851. Now defendant recollects perfectly, that complainant talked to him about this very claim in October, 1850, as has been already stated, which proves that complainant gave his note with full knowledge of the facts, and that he cannot afterwards bring up any such pretended equity. Complainant calls on defendant to state what information he has on the subject; as already stated, he has no information on this subject except what he got of Wm. E. Douglass. Douglas told him, defendant, he had paid Mrs. Glass some money, but never showed him any evidence of the fact, but when defendant Cassidy called on Douglas about it, his reply was, that he had nothing to submit to his (defendant's) notions of law or equity, and that is all the satisfaction he gave him about it at that time; and then another occasion he (Douglas) said to defendant he had no vouchers or no legal vouchers for its payment. Defendant, further answering the allegation of complainant about the liquidation of these two debts, that one paid the other, and that defendant Cassidy, as is charged, knew the fact at the time he procured what complainant calls this ex parte settlement, and received complainant's note, &c., defendant denies that he knew anything about the administrators being entitled to any such credit, either at the time of this ex parte settlement, as complainant calls it, or at the time complainant gave his note. Nor does he now know they are entitled to any such credit, nor does he now know that one debt paid the other. Defendant knew that Wm. E. Douglas set up such a claim, and defendant Cassidy told him frequently, before suit was brought against the administrators in Mississippi by him, the said Cassidy, that he would take any legal vouchers he had, and have them allowed by the Court in Mississippi, but he would never produce them; and defendant came to the conclusion he had no legitimate claim about it; that it was all pretence.

Defendant denies that he suppressed any fact from complainant as charged; the fact is, he has never seen complainant since the time he was with him in Gallatin, in October, 1850, and the note given by complainant in satisfaction of the said judgment, was given on the 14th day of March, 1851, which was some five months afterwards; and of course defendant could not have suppressed any fact from complainant when the note was given, nor did he suppress any fact from him at any time. Complainant in another part of his own shows the falsehood of this assertion, because he says he would not give his note, when defendant offered to take it from him, when he, complainant, was in Gallatin, in October, 1850; complainant therefore had the fullest time and opportunity, according to his own showing in the bill, and as the fact is, to get every possible information, before he executed his said note, in March, 1851; and the fact is, all these claims were talked of and set up by said W. E. Douglas, in the presence of complainant, when he was in Gallatin, in October, 1850, and complainant had as full and perfect knowledge about these claims

for payment, both in October, 1850, and March, 1851, when he gave his note for the judgment, as defendant had, for he had urged defendant, in October, 1850, when in Gallatin, to give these identical credits.

With regard to the item of error, as it is alleged, of $1334 58, which it is alleged is a note and interest on it, of Mrs. Sarah Douglas to said estate, this note was for one of the negroes purchased at the sale of the property of the said H. L. Douglas, in Madison County, Mississippi, on the 16th day of January, 1840, and returned by the said William E. Douglas himself, who made the sale, to the Probate Court of Madison County, Mississippi, on the 20th day of January, 1840, which note and interest up to the time of the decree, in favor of this defendant against the said administrators, in said Probate Court of Madison County, did amount to the sum as stated.

Defendant, further answering, in regard to the said item and the suit in chancery, spoken of in the bill, between the administrators of said H. L. Douglas, and the executrix of Wm. H. Douglas, Mrs. Sarah Douglas, this was a suit pending at Gallatin, Sumner County, Tennessee. The said Wm. E. Douglas was appointed administrator of said H. L. Douglas, in Sumner County, Tennessee, on the 4th of October, 1847, and William H. Hall likewise administered, as joint administrator, in Sumner County, Tennessee, on 6th March, 1848. There was such a suit pending in said Chancery Court in Gallatin, but defendant was not a party to it. Defendant understands that in said suit, said note was brought forward, and the administrators in Tennessee had a credit for it. This suit was brought in Sumner, as defendant believes, returnable to the April Term, 1848, of said Court, and a final decree at April Term, 1849, of said Court. Defendants are advised that said Tennessee administrators had nothing to do with this claim as administrators in Tennessee; that they had no right whatever to bring it in Tennessee, in that suit, for it was Mississippi assets; they were administered on in Mississippi, and could not legally be brought in any other Court. If said administrators were entitled to any such credits on this account on this settlement and decree, in the Court of Mississippi, it should have been done in the suit there in favor of this defendant; that was the place and that the time for them to make their claim and obtain such credits. For the said Hall and Douglas, the Mississippi administrators, to have brought in this claim here in Tennessee, in the suit in the Chancery Court in Sumner, in which they, as Tennessee administrators, had a suit pending, *v.* Mrs. Sarah Douglas, was, as defendants are advised, clearly a wasting and mismanagement of the Mississippi assets, and for which they were not entitled to any credits in the courts of Mississippi, in the suit brought by this defendant against them there for the Mississippi funds. Suppose other persons had administered on the estate in Mississippi, could these Tennessee administrators have pretended to claim any control over the note, or the money when col-

lected? Certainly not. The principle is not at all changed by the accidental circumstance of the same persons having been appointed administrators in Tennessee, some eight or nine years after they had administered on the estate in Mississippi. It was the duty of the Mississippi administrators to have collected Mrs. Douglas's note as Mississippi assets, and if they failed to do it, they are clearly responsible for the amount of those who are entitled to the amount of the Mississippi funds, and could have got no credit, as before remarked, if they had attempted it in the suit there.

The said Douglas and Hall administered on the estate in Mississippi in October, 1839. If Mrs. Sarah Douglas had any claim on them, as administrators of said estate, she must have asserted her claim there, either in two years, or perhaps three years, as she was a non-resident of the State of Mississippi, or she would have been forever barred, and could have obtained no decree therefor against them in the courts of Mississippi, nor have reached any of the Mississippi funds as this was. Defendants are advised that this view of it is conclusive in the law, and shows they were not entitled to any such credit, at any time, as now claimed for them by complainant in his bill; but, as already remarked, if they were entitled to such credit, it should have been brought forward as a defence in the Mississippi case; and again, if it could be reviewed or attacked, it could only be in the courts of Mississippi, where the decree was rendered; and again, that this Court has no jurisdiction of it, defendant not attempting to enforce the decree in this Court; and so far as regards this claim of Mrs. Douglas, on which a credit is sought to be obtained, these defendants rely upon all the statutes for the limitations of actions in the State of Mississippi as a bar to any such claim. But, so far as complainant's knowledge is concerned, which he denies having, defendant states that this was all talked at length before complainant; he, complainant, joining in it when he was in Gallatin, in 1850, attempting this settlement. Complainant, therefore, knew all about this claim for months before he gave his note. Defendant is in no wise responsible about this matter, for he was no party to the suit here.

As regards the item of $387 against Mrs. Sarah Douglas, defendant admits that amount with interest to the time of the decree, in the Probate Court of Mississippi, on the 10th day of July, 1849, to be the sum of $659 12, and that was a part of the decree. Complainant says this constituted a part of the note. Said note was not given by complainant for a variety of items constituting the aggregate amount of the note, but judgment was recovered against complainant, as defendant supposes, for the amount of his decree against said administrators, which, as before said, included this item, and then complainant gave his note, as defendant presumes, for said judgment with interest. What defendant has before said in regard to said item of $1334 58, will apply to this item. It was returned

by the Mississippi administrators as a part of the Mississippi funds; it should have been reported and collected there, and the Mississippi administrators were responsible for it there. Defendant has understood this item was for cash paid by H. L. Douglas for groceries furnished for Mrs. Sarah Douglas, and not for any house built. Defendant does not know anything about any adjudication on this, by the Chancellor in Tennessee; if he did adjudicate upon it, his adjudication would be invalid, for the Tennessee administrators had nothing to do with it. If the Tennessee administrators brought it in as a credit in that case, and it was allowed, the views which defendant has heretofore presented on the other item will apply to this; if it was not allowed, the argument is the same: the Tennessee administrators had nothing to do with it, and any adjudication on it would be invalid. It was the duty of the Mississippi administrators to have collected said claim, and if they did not, they are responsible upon it, as a wasting and mismanagement of the assets and property constituted a part of the decree there. Defendant has no doubt complainant knew just as much about this claim as the others, and he had just as full information about any and all of these claims as defendant had.

With regard to the item of $422 16, which complainant says is erroneous, that was the amount, as appears from said decree, that was collected on the judgment of Bailey. Defendant supposes Bailey did take the benefit of the bankrupt law, but still he afterwards paid that amount on the judgment, and it constituted, therefore, properly a part of the decree. Defendant has no knowledge, except from hearsay, about this judgment of Saunders. Defendant has understood that complainant purported to transfer this claim to Saunders: if this was so, it was without authority on his part. The administrators were properly chargeable with the amount received, and defendant does not admit that they made any payment for which they were properly entitled to a credit in the courts of Mississippi; but if they were entitled to any such credit, that was the place for them to have claimed it, and not in this Court. And, as already remarked, this Court has no power to open said decree, this defendant not attempting to enforce it in this Court, and thereby giving this Court jurisdiction. Defendant denies, as he has already done, that he made the promise about credits, such as is attributed to him in the bill, or that he said he knew they were entitled to credits, and that afterwards the proper and just credits should be put on his said note. It becomes necessary for defendant here to repeat, that he was not present when the note was given, and made no assurance whatever in regard to it about credits. What defendant stated was in October, 1850, when complainant was in Gallatin. Defendant did not state either that he knew that they were entitled to credits; he might have said they claimed, and this complainant knows as well as defendant. Defendant has already stated what he said on that occasion, and which the reiterated language of the complainant in his bill makes

it necessary for defendant to repeat: that if anything was presented in a legal form, and was a legal voucher, it should be allowed; but this was after the judgment, as before shown, against complainant, and was therefore merely gratuitous, and under the circumstances, defendant has a right to stand, and does stand upon his legal rights.

Defendant, further answering, denies that complainant has any right to come into this Court for a settlement of the assets and disbursements of the Mississippi administration, and that if any error or mistake intervened in the Mississippi settlement, which defendant does not admit, that this Court has any jurisdiction to open the same or order the account prayed for.

With regard to the bond which complainant alleges he got from Mrs. Douglas for his indemnity: this was obtained, as defendants understands, some years ago, which will go still farther to show that this is no recent discovery, which complainant now pretends to have made, and on which he asks for the interposition of this Court.

Defendant, further answering, with regard to the injunction ordered in this case by the Circuit Judge, for the issuance of which he required bond and security to be given in the sum of $1000, conditioned to pay costs, damages, &c. The object of this injunction it seems from the bill is to restrain defendant and his attorney, Handy, from putting said note in suit against the complainant in Mississippi, or transferring or trading off said note. Defendant is advised that is most clearly an illegal order; this Court has no power over his lawyer in Mississippi, or over this note, which is still in Mississippi. This Court has no power to prevent this defendant, who is a citizen of Kentucky, from bringing what suit he chooses against complainant, who is a citizen of Mississippi. If this defendant sues complainant in Mississippi on this note, he can assert his equity there, if he has any, which defendant denies. Nor has this Court any power, as defendant is advised, to order him not to trade or transfer a note on a man in Mississippi, and more especially when it is a note which is assets in Mississippi, and which belongs to a Mississippi estate on which defendant has administered and is responsible, having given bond and security there for his administration, and can be called on at any moment to account by the creditors, heirs, and distributees of said estate for the assets of said estate. In addition to that, such an order would be altogether illegal, even in Tennessee, upon a note here, unless on condition that judgment should first be confessed; and the bond and security given for the amount of the judgment on which the injunction was dissolved, would go against the party obtaining it and his securities.

And having answered fully, these defendants pray to be hence dismissed without costs.

JOHN J. WHITE,
Solicitor.

State of Kentucky, Jefferson County.

Personally appeared before me, John Price, a justice of the peace for said county, the above-named Alexander A. Cassidy and Mary B., his wife, who made oath that the matters and things in the foregoing answers contained as stated of their own knowledge are true, and such as are stated from the information of others, they believe to be true.

ALEXANDER A. CASSIDY,
For himself, and as guardian of
HENRIETTA DOUGLAS,
MARY B. CASSIDY.

Subscribed and sworn to before me, a justice of the peace, this 27th March, 1852.

JOHN PRICE,
J. P. J. C.

State of Kentucky, Jefferson County, *sct.*

I, Curran Pope, clerk of the County Court of the county aforesaid, certify that Price, who has signed the foregoing certificate, is now and was at the time of signing the same, an acting justice of the peace, in and for said county, duly elected, commissioned, and qualified, and that full faith and credit are due to all his official acts as such.

In testimony whereof, I have hereunto set my hand, and affixed my seal of office, at Louisville, this twenty-seventh day of March, 1852. [L.S.]

CURRAN POPE.

July Rules, 1852.

Upon motion of the counsel of W. E. and Sarah Douglass, in the original bill, and Wm. E. Douglas, in the supplemental bill, a rule is entered for replication to the answers of said defendants.

W. M. BLACKMORE,
C. and M.

State of Tennessee, Sumner County.

I, William M. Blackmore, clerk and master of the Chancery Court at Gallatin, in and for the County and State aforesaid, do, and in the Fourth Chancery Division of said State, certify the foregoing forty-six pages to contain a full, true, and perfect transcript of the record in the case of Robert H. Cage *v.* Wm. E. Douglas et al., bill and supplemental bill, now pending in said Court, so far as the same has progressed, as it now appears on file in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Chancery Court, at office in Gallatin, this second day of August, Anno Domini, [L.S.]

eighteen hundred and fifty-two, and seventy-seventh year of American Independence.

W. M. BLACKMORE,
C. and M.

State of Tennessee.

I, Broomfield Ridley, presiding Chancellor for the Fourth Chancery Division in said State (to which the District Chancery Court at Gallatin is attached), hereby certify, that W. M. Blackmore, whose certificate above is subscribed, is and was clerk and master of said Court at the date of his said certificate, and that the same is in due and legal form. This 9th August, A.D. 1852.

BROOMFIELD RIDLEY.

Exhibit H.

The State of Mississippi.

Pleas had at a term of the High Court of Errors and Appeals, begun and held for said State, at the court-room in the Capitol, at the City of Jackson, on the third Monday of October, in the year of our Lord one thousand eight hundred and fifty-two. Present, the honorable C. P. Smith, Presiding Judge of said Court, and the honorable William Yerger, and the honorable E. S. Fisher, Associate Judges; present also, Camell R. Clifton, clerk of said Court; John P. Oldham, by his deputies, being also present and in attendance thereon.

HALL and DOUGLASS
v.
A. A. CASSIDY, Adm'r, &c. } 6169.

Be it remembered, that heretofore, to wit, on the 4th day of October, in the year of our Lord one thousand eight hundred and fifty-one, Hall and Douglass, plaintiffs in error, filed in the office of the clerk of the High Court of Errors and Appeals, a writ of error and accompanying transcript of record from the Probate Court of Madison County, in the words and figures following, to wit, returnable to the ensuing November Term of said High Court.

The State of Mississippi.

To the clerk of the Probate Court of Madison County, greeting:

Because manifest error hath intervened in the record and process, proceedings and decree, in a suit lately pending in the Probate Court of Madison County, wherein A. A. Cassidy, administrator of H. L. Douglass, obtained a decree against Wm. H. Hall and Wm. E. Douglass, at the October Term of said Court, A.D. 1849, to the great damage of the said Hall and Douglass, as by their complaint we have

been informed, and we being willing that error, if any there be, shall be in due manner corrected, and full and speedy justice done in the matter, do command you, if such decree be rendered, to send, openly and distinctly, under the seal of your said Court, a complete and perfect exemplification of all the said record and process, proceedings and decree, together with this writ, so that the same be before the Judges of the High Court of Errors and Appeals of the State of Mississippi, at the next term of said High Court; that on inspection thereof, our said High Court may further cause to be done thereupon for the correction of that error, what of right and according to our laws ought to be done.

Witness, the honorable William L. Sharkey, Chief Justice of the said High Court, the first Monday in January, 1851. Witness, also, William Hemingway, clerk of said High Court, and seal in the margin hereof, this 4th day of October, 1851, this last day being the day of the date of the issuance hereof.

WM. HEMINGWAY,
Clerk.

By WILL. E. GREEN,
D. Clerk.

The State of Mississippi, Madison County, *set.*

Probate Court, October Term, 1839.

Be it remembered, that at a regular term of the Probate Court of Madison County, State of Mississippi, begun and holden at the court-house of said county, on the fourth Monday and 28th day of October, A.D. 1839, among other proceedings had was the following, to wit:

Upon petition, ordered, that letters of administration be granted to William E. Douglass and William H. Hall, on the estate of Henry L. Douglass, deceased, on their entering into bond in the sum of sixteen thousand dollars, with Robert Montgomery, James Preistly, and Robert B. Douglass, their securities: Ordered, that Lewis Finly, Henry Philips, Thos. O. McDonald, Alexander Moore, and A. G. Anderson, be appointed to appraise the personal estate of Henry L. Douglass, deceased. Ordered, that the administrators of Henry L. Douglass, deceased, be required to give notice of the granting of letters on said estate for six successive weeks, in the Madison Whig Advocate.

Bond.

State of Mississippi, Madison County.

Know all men by these presents, that we, Wm. E. Douglass, Wm. H. Hall, Robert Montgomery, James Preistly, and Robert B. Dou-

glass, are held and firmly bound unto Thomas Shackleford, Esquire, Judge of Probate of said county, in the sum of sixteen thousand dollars, to be paid to the said Judge of Probate, or his successors in office, or their certain attorney or assigns, to which payment, well and truly to be made, we bind ourselves, and every of us, our and every of our heirs, executors, and administrators, for the whole and in the whole, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 30th day of October, Anno Domini one thousand eight hundred and thirty-nine.

The condition of this obligation is, that if the said Wm. E. Douglass and Wm. H. Hall, administrators of the goods, chattels, and credits, of Henry L. Douglass, deceased, do make a true and perfect inventory of all and singular the goods, chattels, and credits of said deceased, which have or shall come to the hands, possession, or knowledge of the said administrators, or into the hands or possession of any other person or persons for them, the said administrators, and the same so made, do exhibit unto the Probate Court of Madison County, when they shall be thereunto required by the said Court, and such goods, chattels, and credits, to do well and truly administer, according to law, and further, to make a just and true account of their actings and doings therein, when thereto required by the said Court; and all the rest and residue of the said goods, chattels, and credits, which shall be found remaining upon the account of the said administrators, the same being first examined and allowed by the said Court, shall deliver and pay unto such person or persons respectively, as are by law entitled to receive the same. And if it shall hereafter appear that any last will and testament was made by the said deceased, and the same be proved in Court, and the executor or executors obtain letters testamentary, and the said administrators (being thereto required) do render and deliver the said letters of administration, then the above obligation to be void, otherwise to remain in full force and virtue.

W. E. DOUGLASS, [SEAL.]
ROBT. MONTGOMERY, [SEAL.]
WM. H. HALL, [SEAL.]
J. PREISTLY, [SEAL.]
ROBT. B. DOUGLASS, [SEAL.]

Signed, sealed, and delivered in the presence of
JOHN T. CAMERON,
Clerk.

State of Mississippi, Madison County. By the Probate Court of said County.

Whereas, Henry L. Douglass, deceased, late of said county, died intestate, as we are informed, having, whilst he lived, and at the time of his death, divers goods, rights, and credits, within the State aforesaid; and we, desiring that the said goods, rights, and credits, may be well and truly administered, converted, and disposed of, do

hereby grant unto Wm. Douglass and Wm. H. Hall, full power, by the tenor of these presents, to administer the goods and chattels, rights and credits, of the said deceased, which to him in his lifetime and at the time of his death did belong. To ask, levy, recover, and receive the same, and pay the debts in which the deceased stood bound, so far as his said goods, rights, credits, lands, tenements, and hereditaments will extend, according to the rate and the order of the law. To make a perfect and just inventory of said goods and chattels, rights and credits, and the same to exhibit into the office of the Judge, or of said Court, at or before the expiration of three months from the date hereof, and to render a just account of said administration when thereunto legally required. And the said Wm. E. Douglas and Wm. H. Hall, are hereby ordained administrators of all and singular the goods and chattels, rights and credits, moneys and effects, of the said deceased.

Witness, Thomas Shackleford, Judge of our said Probate Court, [SEAL.] this 30th day of October, in the year of our Lord one thousand eight hundred and thirty-nine, and who hath caused the seal of said Court to be hereunto affixed. Issued the 30th day of October, 1839.

JOHN T. CAMERON,
Clerk.

State of Mississippi, Madison County.

Probate Court, June Term, 1841.

To the Honorable William S. Bailey, Judge of Probate in and for the County and State aforesaid:

Your petitioner, Robert Montgomery, complaining showeth unto your honor, that on the day of 184 , he became one of the sureties of William Hall, and Wm. Douglass, for the administration of the estate of Henry L. Douglass, deceased. Your petitioner considering himself in danger, and, being anxious to be discharged from all liability incurred by the aforesaid suretyship, prays your honor to grant him a citation, directed to said Hall and Douglass, administrators as aforesaid, commanding them to appear before this honorable Court at such time as your honor may deem meet, to give other and counter security, by executing a new bond; and then and there your petitioner prays your honor to discharge him from all liability incurred, and further attendance upon this honorable Court; and your petitioners prays for such other and further relief, as to your honor may seem meet, and as in duty bound, &c.

ROBERT MONTGOMERY.
By his solicitors,
J. & C. C. SHACKLEFORD.

It is ordered by the Court, that the said administrators execute a new bond, relating back to the date of their letters; and that the

said Robert Montgomery be released from all liability on account of his suretyship on the original administrator's bond.

June Term, 1841.

WILLIAM S. BAILEY,
Judge & C.

June Term, 1841.

Whereas upon petition of C. G. Saunders, filed at the April Term, 1841, of this Court, a publication was ordered requiring the administrators of Henry L. Douglass, deceased, to be and appear at the present term of this Court, amongst other things, to render additional security for their said administration; and whereas, at the present term of the Court, Robert Montgomery, one of the securities of said administrators, has filed his petition, praying for a citation to said administrators, to appear and give counter-security, said petitioner wishing to be discharged from further liability; and whereas, the said administrators appeared in open Court, acknowledged notice, and waived the necessity of a citation, and are willing to give other bond and security as required by law. It is therefore ordered, upon their entering into a new bond, with Robert Cage as security, that the securities to the former bond be released and forever discharged from any and all liability as securities aforesaid.

New Bond.

State of Mississippi, Madison County.

Know all men by these presents, that we, William H. Hall, William E. Douglass, and Robert H. Cage, are held and firmly bound unto William S. Bailey, Esq., Judge of Probate of said county, in the sum of sixteen thousand dollars, to be paid to the said Judge of Probate, or his successors in office, or their certain attorney, or assigns, to which payment, well and truly to be made, we bind ourselves, our, and every of our heirs, executors, and administrators, jointly and severally, firmly, by these presents, sealed with our seals, and dated this 28th day of June, 1841.

The condition of the above obligation is such, that, whereas the above William H. Hall and William E. Douglass, administrators of the goods and chattels, rights and credits of Henry L. Douglass, deceased, have heretofore executed a bond, payable to Thomas Shackleford, Judge of Probate, and conditioned for the discharge of their duty as administrators as aforesaid, which said bond bears date the 30th day of October, A. D. 1839; and whereas by an order of Court made this 28th day of June, A. D. 1841, other bond and security has been required of said administrators. Now, therefore, if the said administrators shall well and truly have kept and performed and shall continue to keep and perform the conditions of the bond aforesaid, and shall, in all respects, have performed, and shall con-

tinue to perform the duties of their office aforesaid, then this obligation to be void, otherwise it shall remain in full force and virtue.

WILLIAM H. HALL, [SEAL.]
W. E. DOUGLASS, [SEAL.]
ROBERT H. CAGE. [SEAL.]

Signed and sealed in presence of

JOHN T. CAMERON,
Clerk.

December Term, 1848.

To the Honorable John B. Howcott, Judge of Probate in and for the County of Madison and State of Mississippi.

The petition of A. A. Cassidy, and Mary B. Cassidy, his wife, respectfully shows, that Wm. H. Hall and William E. Douglass, administrators of the estate of Henry L. Douglass, deceased, appointed by the Court, have entirely failed to render any account of their administration of said estate, since February Term, 1845, and that said administrators have been since that time residents of the State of Tennessee, and actually beyond the jurisdiction of this Court; that said estate remains entirely unsettled, to the injury of your petioners; that said administrators are willing that your petitioner, A. A. Cassidy, should be appointed administrator de bonis non of said estate, as appears by Exhibit A., herewith filed and made part hereof; that your petioner, Mary B. Cassidy, was the widow of said Henry L. Douglass, and has, since his death, intermarried with your petitioner, A. A. Cassidy; and that said Henry L. Douglass also left an infant child, Henrietta L. Douglass, who are interested in said estate. Your petitioner, therefore, prays that the said William H. Hall and William E. Douglass may be removed as administrators of said estate; and that letters of administration de bonis non be granted to your petitioner, A. A. Cassidy.

A. A. CASSIDY.
MARY B. CASSIDY.

Personally appears in open court, the above-named A. A. Cassiday, and duly makes oath that the facts stated in the above petition are true in substance and fact.

A. A. CASSIDY.

Sworn to and subscribed in open court, this 11th Dec., 1848.

To the honorable Probate Court of Madison County, Mississippi.

We, the administrators of Henry L. Douglas, deceased, desire and hereby ask leave to resign the administration of the said estate, and recommend to the Court the appointment of A. A. Cassidy, who has

intermarried with the widow of said deceased. Witness our hands and seals, this Nov. 15th, 1848.

W. E. DOUGLASS, [SEAL.]
W. H. HALL. [SEAL.]

State of Tennessee, Sumner County.

Personally appeared before me, William S. Munday, clerk of the County Court of said county, W. E. Douglass and W. H. Hall, with whom I am personally acquainted, and who acknowledged that they executed the above petition and request, for the purposes therein contained.

In testimony whereof, I have hereunto set my hand and affixed the seal of office, at office, in the town of Gallatin, this [SEAL.] 15th November, 1848.

WM. S. MUNDAY.
Clerk.

State of Tennessee, Sumner County.

I, George A. Willie, chairman of Sumner County Court, do hereby certify that William S. Munday is clerk of the County Court of said county, duly elected and qualified as such, and that his foregoing attestation is made in due form of law, and by the proper officer.

Given under my hand and seal this 28th day of November, A.D. 1848.

GEORGE A. WILLIE, [SEAL.]
Chairman of S. C. Court.

A. A. CASSIDY and Wife,
v.
HALL and DOUGLAS,
Admrs. of HENRY L. DOUGLAS, Dec.

On hearing of the petition in this case, and it appearing to the satisfaction of the Court that William H. Hall and Wm. E. Douglass, administrators of Henry L. Douglass, deceased, have failed to render any account of their administration, since February Term, 1845, of this Court, and that since that time said administrators have been non-residents of this State, and beyond the jurisdiction of this Court, and it further appearing to the Court that said Hall and Douglass, administrators as aforesaid, are willing and consent that the letters of administration granted to them by this Court should be revoked, it is therefore ordered and decreed, that the said letters of administration be and are hereby revoked, and that all power and authority thereby granted, cease and determine from this day hence.

It is further ordered, adjudged, and decreed, that letters of administration of all and singular the rights and credits, goods and chattels and effects of the said Henry L. Douglass, deceased, in the hands of said Hall and Douglass, and unadministered by them, be

granted and committed to A. A. Cassidy, on his giving bond in the penal sum of four thousand dollars, with good and sufficient security. It is further ordered, adjudged, and decreed, that the said William H. Hall and William E. Douglass, pay and deliver to the said A. A. Cassidy, administrator de bonis non as aforesaid, all the rights and credits, money, property, and effects, belonging to the said estate and in their hands as administrators, due from them on account of said administration.

Cassidy's Bond.

The State of Mississippi, Madison County.

Know all men by these presents, that we, A. A. Cassidy, and Norval Douglass, are held and firmly bound unto John B. Howcott, Esq., Judge of Probate of said county, in the sum of four thousand dollars, to be paid to the said Judge of Probate, or his successors in office, or their certain attorney or assigns, to which payment, well and truly to be made, we bind ourselves and every of us, our and every of our heirs, executors, and administrators, for the whole and in the whole, jointly and severally, firmly by these presents, sealed with our seals, and dated this 12th day of December, Anno Domini one thousand eight hundred and thirty-eight.

The condition of the above obligation is such, that if the said A. A. Cassidy, administrator of the goods, chattels, and credits of Henry L. Douglass, deceased, do make a true and perfect inventory of all and singular the goods, chattels, and credits, not already administered, of said deceased, which have or shall come to the hands, possession, or knowledge of the said administrator, or into the hands or possession of any other person or persons, for the said administrator, and the same so made, do exhibit into the Probate Court of Madison County, when he shall be thereunto required by the said Court, and such goods, chattels, and credits, not already administered, do well and truly administer according to law, and further do make a just and true account of his actings and doings therein when thereto required by the said Court; and all the rest and residue of the said goods, chattels, and credits, not already administered, which shall be found remaining upon the account of the said administrator, the same being first examined and allowed by the said Court, shall deliver and pay unto such person or persons respectively, as are by law entitled to receive the same; and if it shall hereafter appear that any last will and testament was made by the said deceased, and the same be proved in Court, and the executor or executors obtain letters testamentary, and the said administrator (being thereunto required) do render and deliver the said letters of administration, then the above obligation to be void; otherwise to remain in full force and virtue.

A. A. CASSIDY, [SEAL.]
NORVAL DOUGLASS, [SEAL.]

Signed, sealed, and delivered
in presence of
JOHN T. CAMERON,
Clerk.

Letters.

The State of Mississippi, Madison County.

By the Probate Court of said County.

Whereas, Henry L. Douglass, deceased, late of said county, died intestate, as we are informed, having, whilst he lived, and at the time of his death, divers goods, rights, and credits, within the State aforesaid, and we desiring that the said goods, rights, and credits, not already administered, converted, and disposed of, do hereby grant unto A. A. Cassidy full power, by the tenor of these presents, to administer the goods and chattels, rights and credits, of the said deceased, which to him, in his lifetime and at the time of his death, did belong, to ask, levy, recover, and receive the same, and pay the debts in which the deceased stood bound, so far as his said goods, rights, credits, lands, tenements, and hereditaments will extend; according to their rate and the order of the law, to make a perfect and just inventory of said goods and chattels, rights and credits, not already administered, and the same to exhibit into the office of the Judge, or of said Court, at or before the expiration of three months from the hereof, and to render a just account of said administration, when thereunto legally required. And the said A. A. Cassidy is hereby ordained administrator of all and singular the goods and chattels, rights and credits, moneys and effects, of the said deceased, not already administered.

Witness, John B. Howcott, Judge of our said Probate Court, this 12th day of December, in the year [SEAL.] of our Lord one thousand eight hundred and forty-eight, and who hath caused the seal of said Court to be herewith affixed.

JOHN T. CAMERON,
Clerk.

Filed, 17th May, 1849.

Petition.

To the Honorable John B. Howcott, Judge of Probates, in and for the County of Madison and State of Mississippi.

The petition of A. A. Cassidy, administrator de bonis non of the estate of Henry L. Douglass, deceased, respectfully represents, that William H. Hall and William E. Douglass, the former administrators of said estate, and the predecessors of your petitioner in said administration, are largely in arrears and indebted on account of said administration, and have failed, for a long period, of time to render any account thereof to your honorable Court, or to settle the same

with the parties beneficially interested therein, or with your petitioner, since his appointment as administrator de bonis non of said estate.

Your petitioner further states, that the said Hall and Douglas are both residents of the State of Tennessee, and beyond the jurisdiction of this Court.

Your petitioner further states, that he is unable to show the exact amount to which the said Hall and Douglass are indebted on account of said estate, and liable to account to this Court, but he states that he has reason to believe, and does believe that besides the amount appearing to be due and in arrears by them by the inventory and several reports and accounts returned by them, and now of record in this honorable Court (and which inventory, reports, and accounts, your petitioner prays may be taken and considered as part of this petition), the said Hall and Douglas have received a considerable amount of assets, of which they have made no return or account to this honorable Court.

Your petitioner therefore prays, that your honor will appoint some day in a succeeding term of your honorable Court, for the said Hall and Douglass, former administrators, and non-residents, as aforesaid, to enter their appearance to this petition, and then and there to answer, plead, or demur, in the premises; and that your honor will order and direct publication to be made according to law, warning the said Hall and Douglas, that unless they be and appear before your honorable Court, at the day to be appointed by your honor, and then and there plead, answer, or demur to this petition, the same will be taken as confessed, and proceeded upon accordingly on its merits.

And your petitioner further prays, that upon the hearing in the premises, your honor will order and direct an account to be taken, ascertaining the amount then due, at the time of taking said account from the said Hall and Douglass, former administrators, as aforesaid, on account of said estate, and will order and decree that they pay over to your petitioner the amount so found to be due and in arrears by said Hall and Douglass; and that your honor will grant such further relief to your petitioner as the merits of the case may require.

A. A. CASSIDY,
Adm'r of H. L. Douglass, dec'd.

A. H. HANDY,
Att'y for Petitioner.

A. A. CASSIDY, Adm'r de bonis non of HENRY L. DOUGLASS, dec'd,
v.
WM. H. HALL and WM. E. DOUGLASS, former Admr's of HENRY L. DOUGLASS.

On motion of the petitioner, by his counsel, in the above stated

case, and it appearing to the satisfaction of the Court that the respondents, Wm. H. Hall and William E. Douglass, are non-residents of this State, it is ordered that the second Monday of July, A. D. 1849, be and is hereby appointed for the said respondents to enter their appearance to said petition in this Court, at the court-house, in the town of Canton, in the County and State above-mentioned, and then and there to plead, answer, or demur, to the petition in said cause; and in default thereof, that the matters of the said petition will be taken as confessed, and proceeded upon accordingly on their merits. It is further ordered, that a copy of this order be published in the Mississippi Creole, a newspaper published in the county aforesaid, for four successive weeks before the said 2d Monday of July. May 18th, 1849.

J. B. HOWCOTT,
Judge of Probates.

In the State of Mississippi, Madison Probate Court.
May Term, 1849.

A. A. CASSIDY, Adm'r de bonis non of HENRY L. DOUGLASS, dec'd,
v.
WM. H. HALL and WM. E. DOUGLASS, former Admr's of HENRY L. DOUGLASS.

On motion of the petitioner, by his counsel, in the above-stated case, and it appearing to the satisfaction of the Court that the respondents, William H. Hall and William E. Douglass, are non-residents of the State, it is ordered that the second Monday of July, A. D. 1849, be and is hereby appointed for the said respondents to enter their appearances to said petition in this Court, at the court-house, in the town of Canton, in the County and State above-mentioned, and then and there to plead, answer, or demur, to the petition in said cause; and in default thereof, that the matters of the said petition will be taken as confessed, and proceeded upon accordingly, on their merits. It is further ordered, that a copy of this order be published in the Mississippi Creole, a newspaper published in the county aforesaid, for four successive weeks before the said 2d Monday of July. May 18th, 1849. 3740.

JOHN B. HOWCOTTE,
Judge of Probates.

Affidavit.

State of Mississippi, Madison County, *ss.*

Personally appear before the undersigned, an acting Justice of the Peace, in and for said County, John N. Montgomery, publisher of the Mississippi Creole, a weekly newspaper, printed and published in Canton, in said county, who having been duly sworn, deposed that

the annexed advertisement of a citation in the matter of A. A. Cassidy *v.* Wm. H. Hall et als., was published in said paper for four weeks in succession, in the following numbers, and at the following times, viz.: commencing in No. 37, Vol. 7, May 18th, 1849, and ending in No. 40, Vol. 7, June 9th, 1849.

JOHN N. MONTGOMERY,
Publisher of the Mississippi Creole.

Sworn to and subscribed before me, this 9th day of July, A.D. 1849. Witness my hand and seal.

J. L. MITCHELL, [SEAL.]
J. P.

And I, the said Justice, do further certify, that a file of said Mississippi Creole, containing said advertisement, has been produced before me, and compared with said copy, and that the same is correct and truly made. Witness my hand and seal this 9th day of July, A. D. 1849.

J. L. MITCHELL, [SEAL.]
J. P.

July Term, 1849.

A. A. CASSIDY, adm'r. de bonis non of H. L. DOUGLASS, dec'd,
v.
HALL and DOUGLASS, administrators of H. L. DOUGLASS, dec'd.

Petition for Account, &c.

On motion of the petitioner in this case, it is ordered, that the matters of account prayed for in the said petition be and are hereby referred to John T. Cameron, clerk of this Court, as commissioner, to state and report the amount of said estate which came to the hands of said Hall and Douglass, administrators of Henry L. Douglass, to be administered, and the net amount due and unaccounted for by said Hall and Douglass, administrators, and for which they are now in arrears to the said estate.

Order pro confesso, Petition for Account, &c.

A. A. CASSIDY, adm'r. de bonis non of HENRY L. DOUGLAS, petition,
v.
WM. H. HALL and W. E. DOUGLASS, adm'rs. of HENRY L. DOUGLASS, respondents.

It appearing to the satisfaction of the Court, that the order made at May Term, 1849, for publication of notice to the respondents in the above case, who are now residents of this State, warning them to

appear before this Court at the present term, and plead, answer, or demur to the said petition, has been duly published according to said order, and the said respondents having failed to appear in conformity with said order. It is therefore ordered and decreed, that the said petition, and the matters and things therein contained, be and the same are hereby taken as confessed.

To the Honorable John B. Howcott, Judge of the Court of Probate of Madison County.

The undersigned commissioner, appointed to state and report an account between A. A. Cassidy, administrator de bonis non, and Wm. H. Hall and William E. Douglass, late administrators of Henry L. Douglass, deceased, respectfully submits the following report.

In discharging the duty assigned him, the undersigned proceeded to examine the various reports, settlements, and returns made by Hall and Douglass, former administrators of Henry L. Douglass, deceased, which remain of record and on file in the Probate Clerk's office of Madison County, Mississippi, and presents the following as the result of his examination. He finds the total aggregate amount of the estate, as shown by the accounts of sales of the personal estate of said deceased, to be $9046 36

1841, Oct. 26.

That in the first annual settlement rendered by said Hall and Douglas, they have charged themselves with cash received,	$659 23	
From which deduct vouchers allowed by Court, ...	461 24	
" " "	197 99	
Interest from 26th Oct., 1841, to 10th July, 1849, at 8 per ct., . . .	122 09	
		$320 08

1842, Oct. 26.

Cash collected, as reported by administrators this day, ...	369 75	
Deduct amount of vouchers allowed by Court, ...	159 52	
	210 23	
Interest on this amount, from 26th Oct., 1842, to 10th July, 1849, at 8 per ct.,	112 81	
		323 04

1843, Dec. 4.

Cash collected, as reported by administrators, ...	2057 59	

Deduct amount of vouchers allowed by Court, ...	$1847 50	
	210 09	
Interest on this amount, from 4th Dec., 1843, to 10th July, 1849, at 8 per ct.,	109 52	
		$319 61
1843, Dec. 21.		
Cash received of R. O. Edwards, on his note, due July 17th, 1842, . . .	1900 00	
Interest on same, from 17th July, 1842, to 10th July, 1849, at 8 per ct., .	1040 84	
		2960 84
1844, Dec. 21.		
Cash collected, as reported by administrators, ...	$1453 40	
Deduct amount of vouchers allowed by Court, ...	640 00	
	813 40	
Interest on same, from 21st Dec., 1844, to 10th July, 1849, at 8 per ct., .	295 52	
		$1108 92
Cash collected on judgment *v.* W. S. Bailey, ...	312 72	
Interest to 10th July, 1849, at 8 per ct.,	109 44	
		422 16
Judgment rendered 20th Feb., 1845.		
This item is allowed upon the testimony of W. S. Bailey, and is sustained by the records of the Circuit Court.		
Amount of purchases made by H. A. Garnett, at sale, and not accounted for by administrators, ...	30 00	
Interest from 10th Oct., 1840, to 10th July, 1849, ...	21 00	
		51 00
Amount of difference between account of sales and note, taken from E. H. Douglass, ...	10 00	
Interest on that amount, from 10th Oct., 1840, to 10th July, 1849, . .	7 00	
		17 00
Amount of Sarah Douglas's note, due 10th Oct., 1840, ...	785 00	

Interest on same to 10th July, 1849, .	$549 50	
		$1334 50
Amount of Sarah Douglass's account, returned by administrator, Oct., 1841, .	387 73	
Interest on same, from Oct., 1841, to 10th July, 1849, ...	271 39	
		659 12
The administrators are also chargeable with the market value, at the time they administered, of $110, bills of the Citizen's Bank of Madison County, say 60 cts. in the dollar, ...	66 00	
Interest on same, from 1st Nov., 1839, to 10th July, 1849, at 8 per ct., . .	$46 20	
		$112 20
		$7628 47

CR.

The said administrators are entitled to the following credits, as admitted by A. A. Cassidy, the present administrator, viz.:		
By amount of Wm. E. Douglass's order on J. J. Guion, ...	$100 00	
By amount vouchers approved, but not filed, ...	698 48	
By amount of commissions allowed by the Court to said administrator, say 6 per cent. on amount of estate, as shown by account of sales, ...	542 78	
		1341 26
Balance in favor of estate this 10th day of July, 1849, and for which said administrators are now in arrears to said estate, ...		$6287 21

JOHN T. CAMERON,
Com'r.

In Madison Probate Court, July Term, 1849.

A. A. CASSIDAY, Adm'r de bonis non of HENRY L. DOUGLASS, dec'd, petitioner,
v.
WM. H. HALL and WM. E. DOUGLASS, Adm'rs of HENRY L. DOUGLASS, dec'd, respondent.

This cause coming on to be heard upon the petition and matters

of record therein referred to, and the said petition having been duly taken as confessed, against the respondents, Wm. H. Hall and Wm. E. Douglass, administrators of Henry L. Douglass, and the matters of account mentioned in said petition having been referred to John T. Cameron, clerk of said Court, as commissioner, to state and report to this Court the amount of the entire estate of said decedent which has come to the hands of said respondents to be administered, and also the amount which said respondents are in arrear and indebted to the said estate on account of their administration thereof. And the said commissioner having made his report, by which it appears that the entire amount of said estate, in the hands of said respondents to be administered, was in value of the sum of nine thousand and forty-six and $\frac{3}{100}$ dollars, and that the said respondents were in arrears to and indebted on account of the administration of said estate in the sum of six thousand two hundred and eighty-seven and $\frac{2}{100}$ dollars, on the 10th day of July, A. D. 1849; which said report having been duly confirmed, and this Court, being sufficiently advised of the matters embraced in said petition and account, it is therefore, on this 10th day of July, A. D. 1849, ordered, adjudged, and decreed by the undersigned, Judge of Probates in and for the county aforesaid, in the State of Mississippi, that the said respondents be, and are hereby allowed the sum of five hundred and forty-two $\frac{78}{100}$ dollars, being 6 per cent. for commissions on the sum of nine thousand and forty-six and $\frac{3}{100}$ dollars, the entire amount of said estate reported, as aforesaid, to have come to their hands to be administered. It is further ordered, adjudged, and decreed, that the said respondents, William H. Hall and William E. Douglass, administrators as aforesaid, forthwith pay over and satisfy to the said petitioner, A. A. Cassidy, administrator de bonis non, as aforesaid, the sum of six thousand two hundred and eighty-seven $\frac{2}{100}$ dollars, above found to be due and unpaid by the said respondents to or on account of the administration of the said estate of Henry L. Douglass, deceased.

Signed in open court this 10th day of July, Anno Domini 1849.

J. B. HOWCOTT,
Judge of Probate.

Petition for Distribution.

To the honorable John B. Howcott, Judge of Probate, in and for the County of Madison, State of Mississippi.

The petition of A. A. Cassiday, Mary B. Cassiday, his wife, formerly Mary B. Douglass, and Henrietta Douglass, an infant, by A. A. Cassiday, her next friend, duly constituted, respectfully represents, that the said A. A. Cassiday and Mary, his wife, in right of the said Mary, who was the widow and relict of Henry L. Douglass, deceased, and has since intermarried with the said A. A. Cassiday, is entitled by distribution to one-half of the personal estate of which

the said Henry L. Douglass died possessed; and that said Henrietta, being the only child of said Douglass, is also entitled to one-half of said estate to be distributed, and belong to said widow and child, respectively, after the payment of the debts of said Douglass, who died intestate. That letters of administration were granted to William H. Hall and William E. Douglass, of all and singular the goods and chattels, rights and credits, which were of said Henry L. Douglass, deceased, at the October Term of your honorable Court, 1839; and that said William H. Hall and William E. Douglass are not now and have not been since the grant of said letters of administration, residents of this State, and are in arrears on account of the said estate, and in the course of the administration thereof, to the amount of sixteen thousand two hundred and eighty-seven dollars and twenty-one cents, or thereabouts, one-half of which is due and distributable to the said Cassidy and wife, and the other half to the said Henrietta Douglass, as aforesaid, the debts and charges of said estate being all paid, or nearly so, as your petitioners believe.

Your petitioners therefore pray, that the said Hall and Douglass be cited by publication, according to the statute in such case made and provided against non-residents, to appear in this Court and answer the premises, and upon the hearing of this petition, that the said Hall and Douglass be decreed to pay to the said parties respectively, the one-half of the said sum of money, or such sum as may appear to this Court to be due them of the moneys received by said Hall and Douglass of the assets of said estate, upon the said Cassidy and wife, for the one-half, and the said Henrietta Douglass for the other part, by her guardian executing a refunding bond for each of said moieties to the said Hall and Douglass, to be approved by this Court.

A. H. HANDY,
Att'y for Petitioners.

Order of Publication.

Madison Probate Court, in the State of Mississippi, September Term, 1849.

A. A. Cassidy and Mary B., his wife, and Henrietta Douglass, by A. A. Cassidy, her next friend.

Petition for an order against William H. Hall and William E. Douglass, former administrators of the estate of Henry L. Douglas, deceased, for the distributive shares of said petitioners in said estate. On motion of the petitioners, by counsel, and it appearing to the satisfaction of the Court that the respondents, Hall and Douglass, are non-residents of this State; it is ordered, that the second Saturday in October, 1849, be, and is hereby appointed for the said respondents to enter their appearance to said petition, in this Court, at the court-house, in the town of Canton, in the county and State above-

mentioned, and then and there plead, answer, or demur to said petition, and in default thereof, that the matters of said petition will be taken for confessed. It is further ordered, that a copy hereof be published in said county for four successive weeks before the said second Saturday in October.

J. B. HOWCOTT,
Judge of Probate.

September 10th, 1849.

In the Probate Court of Madison County, State of Mississippi,
September Term, 1849.

A. A. CASSIDY, and MARY B., his wife, and HENRIETTA DOUGLASS, by A. A. CASSIDY, her next friend,
v.
WILLIAM H. HALL and WILLIAM E. DOUGLASS, late administrators of Henry L. Douglass, deceased.

Petition for an order against Wm. H. Hall and William E. Douglass, former administrators of the estate of Henry L. Douglass, deceased, for the distributive shares of petitioners in said estate.

On motion of petitioners, by counsel, and it appearing to the satisfaction of the court, that the respondents, Hall and Douglass, are non-residents of this State: it is ordered, that the second Saturday in October, 1849, be and is hereby appointed for the said respondents to enter their appearance to said petition in this Court, at the court-house, in the town of Canton, in the County and State above mentioned, and then and there plead, answer, or demur to said petition, and in default thereof that the matters of said petition will be taken for confessed. It is further ordered, that a copy hereof be published in the "Mississippi Creole," a newspaper published in said county, for four successive weeks, before the said second Saturday in October.

JOHN T. CAMERON,
Clerk.

Sept. 10th, 1849.

State of Mississippi, Madison County.

Personally appeared before the undersigned, an acting Justice of the peace, in and for said county, Jno. N. Montgomery, publisher of the Mississippi Creole, a weekly newspaper, printed and published in Canton, in said county, who having been duly sworn, deposed, that the annexed advertisement of A. A. Cassiday and als. v. Wm. H. Hall and als., was published in said newspaper for four weeks in succession, in the following numbers and at the following times, viz.:

commencing in No. 1, vol. 8, Sept. 15, 1849, and ending in No. 5, vol. 8, October 13, 1849.

JOHN N. MONTGOMERY,
Publisher of the Mississippi Creole.

Sworn to, and subscribed before me, this 13th day of October, A.D. 1849.

Witness my hand and seal.

J. L. MITCHELL, [SEAL.]
J. P.

And I, the said justice, do further certify, that a file of said Mississippi Creole, containing said advertisement, has been produced before me, and compared with said copy, and that the same is correct and truly made.

Witness my hand and seal, this 13th day of Oct., 1849.

J. L. MITCHELL, [SEAL.]
J. P.

Decree of Distribution.

In Madison Probate Court, October Term, 1849; on petition for distribution, filed at September Term, 1849.

A. A. CASSIDAY and MARY B., his wife, and HENRIETTA DOUGLASS, by A. A. CASSIDAY, her next friend,
v.
WILLIAM H. HALL and WILLIAM E. DOUGLASS, late administrators of H. L. DOUGLASS, dec'd.

It appearing to the satisfaction of the Court, that due publication of notice, directed at the last term of this Court to the respondents, has been made, and the said respondents having failed to appear and plead, answer, or demur to the said petition, and it appearing to the Court that the said respondents are in arrears, and indebted on account of the administration of said estate of Henry L. Douglass, deceased, in the sum of six thousand and eighty-seven dollars and twenty-one cents, to the parties entitled to distribution thereof. It is therefore ordered, adjudged, and decreed, that the said petition, and the matters and things therein contained be and the same are hereby taken as confessed.

And it appearing to the satisfaction of the Court, that the said A. A. Cassiday and Mary B. Cassiday, his wife, on the one part, and the said Henrietta Douglass, by her guardian, on the other part, have executed to the said respondents refunding bonds according to the statute in such case made and provided. It is therefore ordered, adjudged, and decreed, that the said William H. Hall and Wm. E. Douglass pay to the said A. A. Cassidy and Mary B. Cassiday, his wife, the sum of three thousand one hundred and forty-three dollars and sixty-cents, and to the said Henrietta Douglass the sum of three thousand one hundred and forty-three dollars and sixty cents, for and

on account of the distributive shares of said petitioner respectively in said estate.

And on motion of the said A. A. Cassidy and Mary B. Cassidy, his wife, and said Henrietta Douglass, by her said guardian.

It is ordered, that leave be, and it is hereby given, to put the bond of said Hall and Douglass, as administrators of said Henry L. Douglass, deceased, in suit, at the instance, for the use of said distributees respectively.

October 13th, 1849.

J. B. HOWCOTT,
Judge of Probates.

Refunding Bonds.

Know all men by these presents, that we, A. A. Cassidy and Mary B. Cassidy his wife, and Samuel Cassidy, and Robert B. Hopkins, all of the County of Jefferson, in the State of Kentucky, are held and firmly bound unto William H. Hall, William E. Douglass, of the State of Tennessee, late the administrators of the estate of Henry L. Douglass, deceased, by letters granted by the Probate Court of Madison County, in the State of Mississippi, in the sum of six thousand two hundred and eighty-seven dollars and twenty-one cents, for which sum, well and truly to be paid to the said Hall and Douglass, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 8th day of October, A.D. 1849.

The condition of the above obligation is such, that whereas the said A. A. Cassidy, and Mary his wife (who was formerly Mary B. Douglass, and widow of the aforesaid Henry L. Douglass, deceased), in right of the said Mary, as widow of said Douglass, are entitled to the one-half of the estate of the said Douglass (who died intestate, leaving but one child, named Henrietta Douglass); by the laws of the said State of Mississippi, where the said Douglass had his domicile and died, after the payment of the debts of said deceased, amounting to about the sum of three thousand one hundred and forty-three dollars and sixty cents, and whereas more than twelve months have elapsed since the granting of the letters of administration to said Hall and Douglass, by the said Probate Court, and the said Cassidy and Mary his wife are desirous to obtain their said distributive share of said estate, from the said Hall and Douglass. Now, if any debts against the said deceased or the said estate, shall hereafter appear and be legally established, as charges legally incurred, or shall be incurred, and the said A. A. Cassidy and Mary B. Cassidy, his wife, shall refund to the said Hall and Douglass, their ratable proportion of said debt and charges, with the other heirs and distributees of said estate, such as may be necessary and sufficient to pay such debts and

charges, then and in that case the obligation shall cease and be of no effect, otherwise to be of full force and virtue.

A. A. CASSIDY, [SEAL.]
MARY B. CASSIDY, [SEAL.]
SAMUEL CASSIDY, [SEAL.]
ROBERT B. HOPKINS, [SEAL.]

Signed, sealed, and executed in
presence of,
CURRAN POPE.

Know all men by these presents, that I, A. A. Cassidy and Samuel Cassidy, and Robert B. Hopkins, all of the County of Jefferson, in the State of Kentucky, are held and firmly bound unto William H. Hall and William E. Douglass, of the County of Davidson, in the State of Tennessee, late the administrators of the estate of Henry L. Douglass, deceased, by letters granted by the Probate Court of Madison County, in the State of Mississippi, in the sum of six thousand two hundred and eighty-seven dollars and twenty-one cents, for which sum, well and truly to be paid to the said Hall and Douglass, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this eighth day of December, A.D. 1849.

The condition of the above obligation is such, that whereas the said A. A. Cassidy, in right of Henrietta L. Douglass, only child of the said Henry L. Douglass, deceased, for whom the said Cassidy is guardian, is entitled to the one-half of the estate of said Douglass (who died intestate), by the laws of the said State of Mississippi, where the said Douglass had his domicile and died, after the payment of the debts of said deceased, amounting to about three thousand one hundred and forty-three dollars and sixty cents. And whereas now more than twelve months have elapsed, since the granting of letters of administration to said Hall and Douglass, by the said Probate Court, and the said Cassiday, in behalf of the said Henrietta, and as her guardian, is desirous to obtain her distributive share of said estate, from the said Hall and Douglass. Now, if any debts against the said deceased, or the said estate, shall hereafter appear and be legally established, or charges lawfully incurred, or shall be incurred, and the said A. A. Cassiday, as guardian for the said Henrietta, shall refund to the said Hall and Douglass, their ratable proportion of said debts and charges, with the other heirs and distributees of said estate, such as may be necessary and sufficient to pay said debts and charges, then and in that case the obligation shall cease, and be of no effect, otherwise to be in full force and virtue.

ALEX. A. CASSIDAY, [SEAL.]
SAMUEL CASSIDAY, [SEAL.]
ROBERT B. HOPKINS, [SEAL.]

Signed, sealed, and executed,
in presence of
CURRAN POPE.

State of Kentucky.

Be it remembered, that at a County Court, held for Jefferson County, at the court-house, in the City of Louisville, on the eighth day of October, one thousand eight hundred and forty-nine, which Court is authorized to appoint guardians, and has Probate jurisdiction, &c.

The foregoing bonds were produced in Court, and being acknowledged, and delivered by Alexander A. Cassiday, Samuel Cassiday, and Robert B. Hopkins, who have signed the same, were ordered to be certified to the State of Mississippi.

And the Court appointed the said Alexander A. Cassiday, guardian to Henrietta L. Douglass, infant, orphan of Henry L. Douglass, deceased, under the age of fourteen years. Whereupon he gave bond with Samuel Cassiday and Robert B. Hopkins, his securities, in the penalty of two thousand dollars, conditioned according to law.

In testimony whereof, I, the clerk of said Court, have hereto set my hand and affixed my seal of office, this 8th day of October, eighteen hundred and forty-nine, and in the fifty-eighth year of the commonwealth.

CURRAN POPE.

March Term, 1851.

In the matter of the estate of Henry L. Douglass, deceased.

Norval Douglass, the security of A. A. Cassiday, administrator de bonis non, of Henry L. Douglass, deceased, having prayed for a citation to said administrator, requiring him to appear at this term of the Court, to give other security instead of said Douglass, who wished to be released, and notice of such application having been given to said Cassiday, administrator as aforesaid, and service of said citation being acknowledged by said administrator, and the said administrator having failed or refused to appear at this term and give such other and further security as requred by said citation. It is thereupon considered by the Court, that said Cassiday's letters, as administrator as aforesaid, be and they are hereby revoked, and that he be required to make a final settlement of his administration of said estate, at the next June Term of this Court.

April Term, 1851.

In the estate of H. L. Douglass, deceased.

Upon application of C. C. Shackelford and H. A. H. Lawson, it is ordered, that letters of administration de bonis non, on the estate

of Henry L. Douglass, deceased, be granted to Wm. S. Bailey, sheriff of Madison County, upon said Shackelford and Lawson indemnifying said sheriff for all costs to be incurred in the administration of said estate.

The State of Mississippi, Madison County, *set.*

I, John T. Cameron, clerk of the Probate Court of said county, do hereby certify, that the various orders, bonds, publications, reports, decrees, &c., &c., contained in the foregoing record of twenty-five pages, are truly copied from the records and files of my office.

Given under my hand and seal of office, at Canton, this 19th day of July, A. D. 1851.

JOHN T. CAMERON,
Clerk.

On the back of the foregoing transcript of record was the following mandate of the presiding Judge of the High Court of Errors and Appeals, to wit:

To the clerk of the High Court of Errors and Appeals.

Let writs of error and citation issue on the within record, returnable to the next term of the High Court of Errors and Appeals.

W. L. SHARKEY.

And on the 4th day of October, A.D. 1851, the day on which the foregoing transcript was filed in said High Court, the following citation, together with the writ of error (which will be found on page 1 of the transcript), was issued by the clerk of said High Court, in pursuance of the foregoing mandate.

In the High Court of Errors and Appeals of the State of Mississippi.

The State of Mississippi.

To A. A. Cassidy, or to A. H. Handy, his attorney, or to the attorney of A. A. Cassidy.

You are hereby cited to appear on the first Monday of November next, before the High Court of Errors and Appeals, for the State of Mississippi, at their court-room in Jackson, to answer to a writ of error sued out from said Court against the said A. A. Cassidy, administrator of Henry L. Douglass, in favor of William H. Hall and William E. Douglass, upon a decree of the Probate Court of Madison County, rendered at the October Term thereof, A.D. 1849.

Witness, the honorable Wm. L. Sharkey, Chief Justice
[SEAL.] of the said High Court, the first Monday of January, 1851, and issued this 4th day of October, 1851, by

WM. HEMMINGWAY,
Clerk.

On the back of the foregoing citation was the following indorsement, to wit: Received, October 6th, 1851. William S. Bailey, Sheriff. Served on A. A. Handy, Esq., October 6th, 1851. W. S. Bailey, Sheriff; by John H. Cheatham, Deputy.

And afterwards, to wit, on Wednesday, June 23d, 1852, the same, being a day of the term of said High Court, begun and held on the third Monday of April, A.D. 1852, the following order was made in said cause, to wit: On motion and by consent of counsel, it is ordered that this cause be continued until the next term of this Court.

And afterwards, on the 29th day of November, 1852, the same being a day of the term of said Court, begun and held on the third Monday of October, A.D. 1852, the following order of submission was made in this cause, to wit:

This cause was argued on brief by Mr. Lawson, and orally by Mr. Handy, for said parties respectively, and submitted.

And now afterwards, to wit, on Monday, the 17th day of January, A.D. 1853, it being also a day of the term of said Court, begun and held for said State, at the court-room, in the Capitol at the city, on the third Monday of October, A.D. 1852, the following final judgment was rendered in this cause, to wit:

HALL & DOUGLASS
v. } 6169.
A. A. CASSIDY, Adm'r, &c.

This cause, being submitted on a former day of this term upon the record from the Probate Court of Madison County, and this Court having sufficiently examined and considered the same, and being of opinion that there is error in the decree of said Court rendered in this cause in favor of the defendant in error, at the October Term thereof, in the year 1849: it is therefore considered by the Court, and so ordered, that the said decree of the said Court be and the same is hereby reversed, and the cause remanded for further proceedings.

And it is further considered, and so ordered, adjudged, and decreed, that the plaintiffs do have and recover of the said defendants the costs of them about their suit in this behalf expended, &c., to be taxed, &c.

The State of Mississippi.

High Court of Errors and Appeals.

I, Caswell R. Clifton, clerk of said Court, do hereby certify, that the foregoing pages contain a true and perfect copy of the transcript of record filed in the clerk's office of said Court, together with the writs of error and citation, and all the proceedings of said Court thereon, as the same remain of record and file in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court at office in the Capitol, at the city of Jackson, this the 17th day of June, A. D. 1853. [SEAL.]

C. R. CLIFTON,
Clerk.

Injunction Bond.

United States of America, Southern District of Mississippi, *set.*

Know all men by these presents, that we, Robert H. Cage, William R. Miles, Robert Stephens, and Duncan S. Cage, are held and firmly bound unto Alexander A. Cassidy, in the just and full sum of fifteen thousand one hundred and twenty-one dollars, lawful money of the United States, to be paid to the said Alexander A. Cassidy, his executors, administrators, or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated the 29th day of July, A. D. 1853.

The condition of the obligation is such, that whereas the above bound Robert H. Cage has obtained from the Honorable Samuel I. Gholson, one of the Judges of the Circuit Court of the United States for the Southern District of Mississippi, an injunction to restrain the said Cassidy, and all others, from collecting the amount of a certain judgment in favor of said Cassidy against said Robert H. Cage, William R. Miles, and Robert Stevens, original judgment rendered on the 3d November, 1852, for $7164 02 with interest and costs.

Forthcoming Bond, forfeited 28th March, 1853.

Now, if the said Robert H. Cage, William R. Miles, Robert Stephens, and Duncan S. Cage, in case the said injunction shall be dissolved, shall well and truly pay all money, and costs due and to become due to the said Alexander A. Cassidy, the plaintiff in the said judgment, and also all such costs and damages as shall be sustained by the wrongful suing out of said injunction, then this obligation to be void; otherwise to be and remain in full force and virtue.

ROBERT H. CAGE, [SEAL.]
W. R. MILES, [SEAL.]
ROBERT STEPHENS, [SEAL.]
DUNCAN S. CAGE, [SEAL.]

Sealed and delivered in the presence of witness.

United States of America, Southern District of Mississippi.

Circuit Court.

This day, Duncan S. Cage, one of the obligors in the written bond, personally appeared before the undersigned, one of the commissioners

of said Court, and being duly sworn by me, deposeth and saith, that after paying all his debts and liabilities, securities, or otherwise, his visible property within the State of Mississippi, would be worth the penalty of said bond, say fifteen thousand one hundred and twenty-one dollars.

DUNCAN S. CAGE.

Sworn to and subscribed before me, July 22d, 1853.

L. V. DIXON,
Com'r U. S. Ct. Ct. South. Dist. Miss.

Filed and approved, August 1st, 1853.

W. H. BREM,
Clerk.

Injunction.

United States of America, Southern District of Mississippi, *ss.*

The President of the United States to Alexander A. Cassidy, his counsellors, attorneys, and agents, greeting:

Whereas it hath been represented to us, in our Circuit Court for the Ninth Circuit and Southern District of Mississippi, in chancery sitting, on the part of Robert H. Cage, complainant, that he lately exhibited his bill of complaint against you, Alexander A. Cassidy and others, defendants, to be relieved touching the matters in said bill contained. We therefore, in consideration of the premises, and of the allegations in said bill contained, strictly enjoin and command you, the said Alexander A. Cassidy, the marshal of the Southern District of Mississippi, and all others, under the penalty of five hundred dollars, to be levied of your goods and chattels, lands and tenements, to our use, that you absolutely refrain from collecting the amount of a certain judgment rendered in our said Circuit Court on the 3d day of November, 1852, for $7164 2-100, with interest and costs, against said Robert H. Cage and Wm. R. Miles, forthcoming bond, taken and forfeited with Robert Stephens's security bond, forfeited 28th March, 1853, and from any further proceedings against the said complainant, touching the matters in said bill contained, until our said Court shall make another order to the contrary.

Witness, the honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, at [L.S.] Jackson, the first Monday in May, A.D. 1853, and in the 77th year of the Independence of the United States of America.

Issued the first day of August, A.D. 1853.

WM. H. BREM,
Clerk.

To the marshal of the Southern District of Mississippi, to execute and return.

Marshal's Return.

Executed on A. H. Handy, attorney for A. A. Cassidy, this 13th August, 1853.

RICH. GRIFFITH,
Marsh. South. Dist. Miss.
By R. FLETCHER,
D. Marsh.

And afterwards, to wit, on the first day of August, A.D. 1853, the following writ of subpœna issued out of the clerk's office of the Court aforesaid, in the words and figures, to wit:

Subpœna.

United States of America, Southern District of Mississippi, *ss.*

The President of the United States to Alexander A. Cassidy, William E. Douglass, William H. Hall, and Richard Griffith, marshal, &c., greeting:

For certain causes offered before us in our Circuit Court, for the Southern District of Mississippi, sitting in Chancery, we command you, that, laying all other matters aside, and notwithstanding any excuse, you personally appear at our Circuit Court, for said District, sitting in Chancery, to be held at the town of Jackson, on the first Monday of September next, to answer to a bill of complaint exhibited against you by Robert H. Cage, complainant, in our said Court; and further to do and receive what our said Court shall consider in this behalf.

Hereof fail not, as you will answer the contrary at your peril.

[L.S.] Witness the honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, at Jackson, the first Monday in May, A.D. one thousand eight hundred and fifty-three, and in the seventy-seventh year of the Independence of the United States. Issued the first day of August, 1853.

WM. H. BREM,
Clerk.

The defendant is required to enter his appearance in this suit in the clerk's office, on or before the day to which this writ is returnable, otherwise the bill may be taken pro confesso.

To the Marshal of the Southern District of Mississippi to execute and return.

Marshal's Return.

Executed on A. H. Handy, attorney of A. A. Cassidy, this 13th

August, 1853, William E. Douglass and Wm. H. Hall not found in my district.

RICHARD GRIFFITH,
Marshal per R. Fletcher, D. M'hl.

1853, September Rules. Appearance of defendant Cassidy entered.

Answer of Cassidy.

Circuit Court of the United States for the Southern District of Mississippi.

To the Judges of the Circuit Court of the United States, for the Southern District of Mississippi.

The separate answer of Alexander A. Cassidy, a citizen of the State of Kentucky, to the bill of complaint exhibited against him, and William E. Douglass and William H. Hall, citizens of the State of Tennessee, and Richard Griffith, marshal of the said district, in the said Circuit Court of the United States, for the said Southern District of Mississippi, by Robert H. Cage of said district.

This respondent, saving and reserving to himself all advantages of exception to the many errors and uncertainties in said bill contained, for answer to said bill, or to so much and such parts thereof as he is advised it is material for him to answer, answering, says: it is true, that in the year 1839, Henry L. Douglass, being then a citizen of Madison County, Mississippi, departed this life intestate in said county, and that letters of administration were granted by the Probate Court of said county, in October, 1839, on said estate to said defendants Hall and Douglass. It is also true, that said administrators were required to give new security on this bond, and that said complainant, Robert H. Cage, became their security in a bond, with a penalty of sixteen thousand dollars. It is also true, that said Henry L. Douglass left a widow, Mary B. Douglass, with whom this respondent intermarried, and a daughter Henrietta, for whom respondent was duly appointed guardian. It is also true, that the said administrators, at the time of their appointment and since, have resided in the State of Tennessee, and that the said complainant, then and ever since, has resided in the State of Mississippi, and the Southern District thereof as aforesaid. Respondent is unable to say what interest and attention complainant gave to the administration of said estate, but from its present condition is willing to admit, that neither he nor said administrators paid much attention to it; be that as it may, however, he denies that said estate was fairly and prudently managed. Respondents, further answering, admits, that in December, 1848, an order was made by the said Probate Court of Madison County, revoking the letters of administration of Hall and Douglass, and a grant of letters of administration de bonis non to himself, but so far from its being true, as stated by said complainant

in said bill, that this respondent obtained said order, revoking the letters of said Hall and Douglass, and procuring himself to be appointed administrator de bonis non, without any sort of process or notice, actual or constructive, to said Hall and Douglass, the record of the proceedings of the Probate Court aforesaid, filed by said complainant to his said bill of complaint, as indorsed in Exhibit , being a transcript of the record of the suit of said Hall and Douglass against this respondent in the High Court of Errors and Appeals, shows that said Hall and Douglass filed their petition in said Probate Court at said December Term, 1848, requesting leave to resign the administration of said estate, and recommending said Probate Court to appoint this respondent as administrator aforesaid. It further shows, that the ground upon which said Probate Court proceeded, in revoking their letters as aforesaid, was that they had failed to account with said Probate Court, as required by law to do, since February, 1845, and also that they were non-residents of the State of Mississippi. Said order also recites, that it further appeared to said Court, that said Hall and Douglass were willing and consent that the letters granted to them should be revoked.

Exhibit A., filed by said complainant with his said bill, also recites, that it appeared, to the satisfaction of said Court, that said Hall and Douglass were willing and consented to their letters aforesaid being revoked. Further answering, respondent admits, that on his application the matters of account, between said Hall and Douglass, administrators as aforesaid, were referred to the clerk of said Probate Court, to be reported upon; but as to the charge in said bill, that neither said Hall nor Douglass were brought before the Court in any way, or received any notification of the taking of the account, or any proceeding of the Court thereon. Respondent again refers to said Exhibit of the transcript aforesaid, from said High Court of Errors and Appeals, which embodies the proceedings of the said Probate Court in this behalf, which is filed by said complainant with his said bill, and from which it appears, that at the Term of said Probate Court, he, this respondent, filed his petition, praying said Court to order publication to be made in a newspaper published in said county, citing said Hall and Douglass to be and appear before said Court, at the next term thereof, at a day to be appointed by said Court, to show cause, if any they could, why an order should not then be made, directing an account to be taken and reported to said Court, of the state of accounts of said Hall and Douglass with said estate. Said petition alleged the indebtedness of said Hall and Douglass to said estate in a large sum, and prayed that said Hall and Douglass might, by publication aforesaid, be notified of the filing of said petition, and required to answer the same, or, in default thereof, that the allegations of said petition might be taken as confessed against them.

Said transcript further shows, that an order of publication, as

aforesaid, was made by said Probate Court, ordering said Hall and Douglass to appear before said Court at the next term thereafter, to wit, on the 2d Monday of July, 1849, enter their appearance and plead, answer, or demur, to said petition, and further, providing for the publication of a copy of said order for four successive weeks, in the Canton Creole, a newspaper published in the county in which said Court was held; all of which was ordered and done by said Court at the May Term, 1849. Proof of publication was made by the publisher of said newspaper by regular affidavit, before a Justice of the Peace, who certified that he compared the files of said paper, containing the publication aforesaid. Said transcript further shows, that at the July Term, 1849, the said Hall and Douglass having failed to enter their appearances and plead, answer, or demur, to said petition, as they were notified by said order of publication to do, the said Probate Court ordered that the matters of account prayed for in said petition be referred to John T. Cameron, clerk of said Court, who was appointed a commissioner to state and report the amount of said estate, which came to the hands of the said Hall and Douglass, administrators as aforesaid, and the net amount due and unaccounted for by them, and for which they were then in arrears to said estate. Said transcript also further recites, that it appearing to the satisfaction of the said Probate Court, that the order of publication aforesaid had been duly published, according to the direction of said Court, and that said Hall and Douglass had failed to appear, it was ordered that said petition be taken as confessed; and thereupon at the said July Term, 1849, to which said order of publication was made returnable, the matters of said petition, in so far as they related to the taking of an account as aforesaid, were referred to said commissioner, who reported at said last-named term of said Court, and said report was at said term confirmed, and a decree rendered thereon.

The amount reported by said commissioner in favor of said estate, against said Hall and Douglass, is correctly stated by complainant at $6287 20-100, and the decree aforesaid ordered them to pay said sum to respondent, administrator de bonis non of said estate. At the September Term, 1849, of said Court, an application was made for the distributive shares of the said widow and daughter of said Henry L. Douglass, in his said estate; an order of publication was made notifying said Hall and Douglass of said application, and citing them to appear before said Court on the 2d Saturday of October, 1849, and plead, answer, or demur, to said application; said order was published as directed, proof of publication was made to said Court, and on the day appointed, to wit, the 2d Saturday of October, 1849, the said Hall and Douglass failing to enter their appearance, the order of distribution was made as prayed for; all of which will more fully appear by reference to said Exhibit H., filed by said complainant with his said bill.

As to the allegation of said bill, in relation to the recovery of judgment by Charles G. Saunders, against complainant and said Hall and Douglass, as administrators aforesaid, for about $573 and costs, and of its being settled by complainant, in March, 1848, respondent knows nothing of his own knowledge. He has understood that complainant professed to have transferred the claim upon which such a pretended judgment was said to have been rendered to said Saunders; if this was so, it was without authority on his part. Respondent admits the institution of suits by himself and wife, and by him, as guardian, for said Henrietta Douglass, against complainant, on the administration bond, and the recovery of judgments at the date, and for the sums stated in said bill; he further admits, that said judgments were found on the before-mentioned decree of said Probate Court. So far as the statement of said bill, that complainant employed no counsel to defend said cases, or put them in a condition for appeal, is concerned, respondent answers, that he is informed, and charges the fact to be, that when said cases came on for trial in your honorable Court, the said complainant was represented by eminent counsel, who strenuously urged every possible ground of defence for him; that said Wm. E. Douglass, one of the aforesaid administrators, and for whom said complainant was security on the very bond upon which his liability was then sought to be fixed by these suits, was present, taking the most active and efficient steps in the defence of said cause, in behalf of said complainant; that process had been served on said complainant; he appeared, and by counsel filed his pleas; had due notice of the pendency of those proceedings, and his interest was most fully and most vigilantly guarded, both by his counsel and by said William E. Douglass. Respondent doubts not that said William E. Douglass was acting with the full knowledge of said complainant.

It is not unlikely, as said William E. Douglass was the principal and complainant only a security, that the former employed counsel, and took upon himself the management of the causes, as though he were the party sued. Be that as it may, however, the said complainant was advised of the pendency of these suits, was represented by learned counsel, who made a strenuous defence for him, aided by the energy of the said William E. Douglass, whose defalcation in the management of said estate had involved the said complainant, and was consequently more familiar with the grounds of the defence than the complainant himself, and the absence of the complainant could not therefore entitle him to equitable relief against said judgments.

Complainant says, he gave himself no trouble about those suits, because he was then ignorant of gross errors in stating the account in said Probate Court, and of the fraud practised by respondent, and mainly because he says, respondent, before bringing said suits, told him, that he had some difficulty in getting the administrators aforesaid to a settlement; that he would have to sue him, as security, in

order to force them to settle, and to adjust balances due said estate by them; said they were entitled to credits, and his object was not to enforce collection from complainant, and that he need have no uneasiness, or put himself to any trouble or expense about it.

Respondent denies that there were such errors, in stating said account; he further denies that the authority or jurisdiction of this honorable Court to inquire behind the decrees of said Probate Court into matters of account between administrators and the estates of decedents; that, as he is advised by the constitution of the State of Mississippi, the Probate Court is vested with exclusive jurisdiction of all matters testamentary and of administration.

Respondents, further answering, insist, that all and any matter of defence set up by said complainants in said bill, was employed by him in resisting the said recovery of the judgment of your honorable Court against said complainant, as will fully appear by reference to the voluminary pleadings of said complainant in the original papers in said causes in your honorable Court; reference to which paper and records is herein especially prayed as part of this answer, and all of which grounds of defence were overruled by your honors.

Respondent denies, that he practised any fraud in procuring the said account and decree of said Probate Court on the judgment aforesaid of your honorable Court upon such proceedings and decrees.

Respondent did tell complainant, that he could not get said Hall and Douglass to come to a settlement, and that he would have to sue him, as security; he denies that he ever admitted to complainant, that said Hall and Douglass were entitled to any credits beyond the items allowed in the accounts stated by the commissioner; and upon which said decrees of the Probate Court aforesaid; he stated to complainant, that said Hall and Douglass claimed such credits; but he never admitted that they were entitled to them.

Respondent further stated to complainant, that he should have to bring said administrator to a settlement; that, as they were non-residents of Mississippi, being in the State of Tennessee, he should have to proceed against them by publication in the Probate Court, and having ascertained, by having an account taken of their liabilities as administrators, he should then have to bring suit against complainant on said administration bond, as he was the only party on said bond who resided in Mississippi. This conversation with complainant occurred in October, 1850, several months after the judgments aforesaid against said complainant were rendered, and this respondent, at no time before the institution of said suits against said complainant, nor during their pendency, nor before or since the rendition of said judgments, ever had any different conversation from the above with said complainant; he never told him to give himself no trouble, nor be at any expense about those suits; nor did he ever tell him, that he did not design to enforce collection of said suits out of said complainant. It is very true, that he was and yet is anxious that the parties primarily bound, Hall and Douglass, should

pay the amount due said estate by them, rather than that it should come out of their security; and that much he may have said to said complainant; for respondent felt that it was a hard case for complainant (who was an innocent security) to have to meet the defalcation of said administrators. But respondent always said to complainant, that, however great the hardship upon him as a security, the law was obligatory upon him, respondent; he has never directly or indirectly given said complainant to understand that he intended to release him from all liability, as security on the bond aforesaid. Nor did he ever seek to lull the complainant into indifference about his liability, as a security, however much he might have preferred to make the money out of said administrators? As to any statement made by General Hall in letters to complainant, this respondent has no knowledge; they were not written by the advice, procurement, or authority of this respondent; he is not responsible for them; and he denies that he can be made liable, or be prejudiced by them; far less, that the separate interest of the wife and ward of respondent, can be in any way affected by any such statements in letters of General Hall. What inference General Hall may have drawn from casual conversations with respondent; or what he may have communicated in letters to complainant, respondent does not know, nor is he responsible. He challenges the production of any and all letters from himself or General Hall on the subject, denying that they will contain anything variant from the statement already made; that, whilst respondent was very desirous that the parties primarily bound should pay the debt; he always intended to hold on to the security of said complainant, and by no act or word release him from any liability he had incurred on said bond.

Further answering, respondent admits, that execution issued on said judgments against said complainant: whether a levy was made or not on the property of complainant, this respondent does not know, the execution will however show. Respondent denies that he had any conversation with said complainant on his alleged trip to Tennessee, after the issuance of execution on said judgments, in which he disavowed the action of the marshal, or reiterated his purpose to be, not to collect anything on said judgment from said complainant, but to enforce a settlement through complainant with said administrators. All that respondent said in the conversation was, that he had given his attorney no instructions about issuing executions on that judgment, but he sanctioned what he had done; that he had instructed his attorney, if the debt was safe, and there was no legal necessity for issuing executions to protect the rights and interests of his wife and ward, he did not wish it done, otherwise he wished executions issued, respondent's object being throughout to extend any indulgence to complainant which would not be incompatible with preserving his liability, and respondent discharging his duty, as administrator and guardian as aforesaid. Respondent's object being

not to release said compainant from liability, but rather to secure such liability, at the same time not to oppress him, but give him time to make the money from said administrators. To show that respondent never designed to waive or release the liability of said complainant, and also that complainant is mistaken in imputing any such design to this respondent, he files herewith a copy of a letter written by him to said complainant, from Louisville, Kentucky, on the 2d day of December, 1850, the original of which was mailed to said complainant, and which respondent doubts not he received. Said copy is marked Exhibit 1, and made part hereof. Further answering, respondent says, it is not true, as alleged in said bill, that in said trip to Tennessee, respondent proposed to said complainant to execute his note or bond for the amount of said judgments at twelve months from date; on the contrary, respondent states, that said complainant himself proposed to give such note or bond, and as this respondent was willing, as already said, to afford him time and opportunity to make the money out of said administrator, feeling too, that the debt was safe in that form, he consented to accept said note or bond, this favor of the transaction being to the complainant, not this respondent, but said note or bond was not at that time executed, but afterwards, on his return to Mississippi, he executed said note or bond, and handed it to A. H. Handy, attorney of respondents, who retained it and afterwards sued upon it, for this respondent, in your honorable Court (William R. Miles, having signed said note or bond as security), and your respondent avers, that he has never in his life seen said note or bond.

Respondent further denies, that he stated to said complainant that he would at an early day have a settlement with said administrators, allow them all proofs and credits, and fully and equitably adjust all the whole matter at issue, for he had long before despaired of getting a settlement from them himself, and he believed that the account as taken and stated by the Probate Court aforesaid, had allowed to said administrators all credits they were entitled to. It is true, however, that in a spirit of compromise, although he considered the decrees of said Probate Court, inclusive of all matters of account between said administrators and said estate, he would, in order to have closed up the vexatious business, have cheerfully allowed any further credits, which they could show themselves entitled to, and which had been so proved as to make them vouchers in the hands of an administrator, under the laws of Mississippi. Your respondent repels the imputation of said bill, that a just and fair settlement was not his object, and thinks it comes with a poor grace from one who had been so leniently treated as the complainant has been in this very case. Why did respondent accept from him his note or bond at twelve months, when he had a judgment against him, and as he says a levy made under it, an arrangement made entirely for the accommodation of complainant, and to give him time, as before stated, in which to coerce

his principals, said Hall and Douglass, to pay the debt and protect him. Respondent says it is not true, that in the attempted negotiation, he admitted that the true indebtedness of said Hall and Douglass did not exceed three thousand dollars. The facts in relation to that matter are the following. Respondent was anxious, on account of familiy ties, and as an accommodation or indulgence to the complainant, to settle the whole matter. Gen. Hall is the father of respondent's wife, and of said Wm. H. Hall (one of said administrators), and is the uncle of said complainant; he was much disturbed in mind on account of the litigation, and was very anxious that it should be compromised, to relieve him, and at the same time, as repeatedly stated, to afford complainant all the relief not inconsistent with retaining his liability. Respondent did propose (as both Gen. Hall and complainant were importunate for a compromise), that if said Douglass and Hall, the administrators, would pay $3000 in cash, and said William E. Douglass would dismiss all suits then pending against him, brought by said William E. Douglass and his mother, Sarah Douglass, or either of them, and pay all costs in suits in the Federal Court in Mississippi, wherein respondent was a party, that he would compromise the matter, and pass receipts with all parties, provided said William E. Douglass and his mother, and Mrs. E. H. Mitchell, sister of Wm. E. and Gen. Hall, and his son Wm. H. Hall, would approve such a compromise by writing in a written statement to that effect.

In all the various conversations and negotiations in relation to a compromise, respondent invariably stated that he was willing to make some considerable sacrifice to be relieved from further litigation, for the reasons already stated. It is not true, that he at any time admitted, that the true indebtedness of said administrators did not exceed $3000, but respondent admits that he did say, if complainant and said William E. Douglass would pay $3000 in cash, he would release them, and look to or take William H. Hall for the balance due said estate, they dismissing all suits in Tennessee and Mississippi connected with said estate, and paying all costs therein.

It is not true, that complainant proposed paying respondent $1500, Douglass's part of the $3000, which complainant says respondent admitted to be the whole amount due from said administrators, to be quit of it, and that respondent refused to take it from complainant, saying, that he did not want complainant to pay anything. The truth of the matter is, said complainant proposed to respondent to take $1500, and release him from all further liability as security from said Hall and Douglass, administrators as aforesaid. Respondent refused to accept the amount, not because he did not wish him to pay anything, but because he considered said complainant more solvent and responsible than both said administrators, and was unwilling to release him for that amount. Respondent did not offer to take

$1500 from each administrator, but $3000 in the way, for the reasons, and upon the condition already stated.

Further answering, respondent admits, that said complainant filed his bill in the Chancery Court of Sumner County, Tennessee, in which he prayed for an account and settlement of the affairs of the estate of said H. L. Douglass, deceased, to ascertain the amount due from said administrators Hall and Douglass; and also prayed for an injunction, which was granted and served on respondent, to restrain him from suing on, or in any manner proceeding to enforce collection of the note or bond given by said complainant with W. R. Miles's security, which was executed in discharge of said judgments of your honorable Court against complainant as said administrators' bond. He further admits, that during the pendency of said last suit, and whilst said injunction was undisposed of, he instituted suit on said note or bond in your honorable Court, and at the November Term, 1852, recovered judgment against said complainant for the sum of $7164 $\frac{8}{100}$, all of which proceedings respondent insists he had the right to institute; that he should not, as he is advised, have been restrained by the injunction of the Chancery Court of Sumner County from proceeding in this honorable Court to enforce collection of his demand against said complainant; that said injunction was illegal, null, and void in its operation or control over the jurisdiction of this honorable Court; that the suit aforesaid against said complainant, on said note or bond, in this honorable Court, was strenuously contested by said complainant, and as respondent is informed, believes, and charges, said complainant, on the trial of said cause, presented a transcript of said chancery suit in Sumner County, Tennessee, and of the injunction aforesaid and bond, and application for a continuance thereof, in the pendency of said injunction, which application was overruled by this honorable Court. This respondent, therefore, justifies his proceedings as aforesaid, as well because said injunction could not operate to deprive him of his right of proceeding to judgment on said note or bond in this Court, as because, by the judgment of this Court, when the question was directly presented by said complainant, it was held that respondent was entitled so to proceed; for both which means respondent insists that question cannot be considered by this honorable Court. Respondent refers again to the record of the proceedings of said suit on said note or bond, now on file amongst the records of this honorable Court (suit being brought in the name of respondent against said complainant and said Wm. R. Miles), as part of this answer.

It is true, that when said judgment was recovered on said note or bond, it was agreed, in writing, by the counsel for complainant and respondent, that execution should be stayed on said judgment to the amount of $4000, until the decision of said chancery suit in Sumner County, Tennessee, and that the balance of said judgment should be paid in cash. Respondent is not advised, nor does he know whether

execution issued on said judgment to the May Term, 1853, and of its being bonded by said complainant, nor does he know whether said stay of execution was made without the knowledge or consent of said complainant.

Respondent states, that no part of the balance of said judgment, over and above said sum of $4000, stayed as aforesaid, has ever been paid. Respondent submits to the honorable Court the question raised by said bill, that he has no authority to receive the amount of said judgments, even if, in the language of said bill, the amount claimed was due upon the judgments on the administration bond, so far as the judgment against complainant is concerned, which was rendered in favor of respondent as guardian. It is true, that respondent has made a final settlement as administrator de bonis non of said estate, but he has not resigned his letters of guardianship aforesaid. It is also true, as shown by the record of the proceedings of said Probate Court, filed as an exhibit to his bill by said complainant, that distribution of said estate has been ordered to be made between the wife and ward of respondent; but respondent denies, that by reason of anything stated in said bill, he is stopped from or deprived of the right, in any way, to demand and receive the amount recovered against complainant on said note or bond.

Further answering, respondent denies the allegation of said bill, that upon a fair settlement said Hall and Douglass are indebted very little if anything to said estate; he also denies, that the report of the clerk of said Probate Court, upon which the assumed liability of said complainant is predicated, is grossly false and unjust. Be those matters, however, as they may, for the reasons already given, respondent insists, this honorable Court has no power or jurisdiction to entertain or decide upon those questions; so, as to the item of $2960 84, charged to the administrators at page 5 of Exhibit A., filed with said bill, the Court, having full jurisdiction of that matter, has passed upon it. But if this be held an insufficient answer, it is enough to say, that said administrators, in account with said Probate Court, charged themselves with said item, as will fully appear by reference to Exhibit filed by said complainant with his bill; in addition to which, said William E. Douglass, one of the administrators, admitted that he had no voucher, or no legal voucher, for said item, so as to obtain credit for the amount of it. Of course, said administrator would have demanded credit for said item, if they had paid it in discharge of debts of the said estate; and, in order to obtain such credit, they would have been required to show, that it had been probated and presented according to law. Respondent demands, if said item is to be considered as affecting his rights in this controversy, that said complainant shall produce said item, and show that said claim was duly probated and presented to said administrators, according to law, and was rendered by them in payment of a debt of said estates. The same objection and reply is made for same rea-

sons, to the allegation of said bill in relation to said judgment against William S. Bailey, and in relation to the claim against Sarah Douglas, $1334 50, and the item of $659 12, which latter, said complainant alleges was not collected by said administrators, but settled by offsets, and ordered, by the Chancery Court of Tennessee, Sumner County, to be given up and cancelled. It is replied, that they have been charged against said administrators in their accounting with the said Probate Court, the two last items having been reported by said administrators in said Probate Court. No foreign tribunals, or court of another State, has authority in jurisdiction of them, to make any order in relation to them, releasing said administrators from any liability incurred by them to said Probate Court; all of which grounds of objection to this honorable Court entertaining jurisdiction of those matters of accounting with said Probate Court by said administrators, this respondent sets up and relies upon as fully as though they had been presented in a formal plea denying the jurisdiction of this honorable Court.

Further answering, respondent denies and repels as utterly untrue, that he was advised of any errors in said report of said Probate Court, and the decrees aforesaid had thereon; or that he had or has ever had any papers or vouchers in his possession, which would have enlightened said Probate Court on said subject; or which, if produced, would have led to a different result in the summing. The whole charge of said bill in this particular in its length and breadth is without a shadow of truth to support it. He also denies, that said decree was secretly and fraudulently made and obtained; the record filed by complainant shows, under what circumstances and on what notice said report was made. As to said complainant not having notice of said decree, because of any reasons assigned in said bill, or because of any spurious promises of respondent, until after he had liquidated the judgment first obtained, the pretence is ridiculous and utterly untrue. As to the record of the suit pending in the Chancery Court of Sumner County, Tennessee, filed as Exhibit G., and the answers of William E. Douglass, part thereof, this respondent denies that they can be received as any evidence whatever to impair his right to proceed to have execution and enforce collection of his judgment against said complainant on said note or bond. But, if mistaken in supposing that this Court will not regard aught that may have taken place in the Chancery Court of Tennessee, as shown by said record, "Exhibit G.," this respondent claims, that, in the absence of any and all vouchers found and established as required by law, said proceedings of said Chancery Court will avail nothing in supporting said injunction of your honorable Court and the matters of complaint alleged in said bill.

Respondent admits, that Hall and Douglass, administrators aforesaid, prosecuted a writ of error to the High Court of Errors and Appeals to revive the decrees of said Probate Court, directing distribu-

tion of the funds found, by the report of the clerk of said Court, to be due from said administrators; and that said High Court have reversed said decree for distribution. The effect of which reversal of said decree, as alleged in said bill, in destroying the judgments of this Court on said administration bond, and also that against said complainant on said note or bond given in satisfaction by said complainant of said judgments in said administration bond, and of the want of consideration for said note and bond, and the judgment founded thereon, this respondent denies, and respectfully submits the legal effect of said judgment of reversal to your honors.

Respondent further states, that the only question decided by said High Court, to wit, the want of legal notice of the rendition of said decree by the said Probate Court, was expressly raised by the pleadings of said complainant on the trial of the suit in your honorable Court on said note or bond, as will fully appear by reference thereto (which is prayed), and was overruled by your honor, and judgment rendered in favor of your respondent.

Respondent further shows unto your honors, that no writ of error or appeal has ever been prosecuted, from the first decree of said Probate Court, for the amount found to be due said estate by said administrators, but the same remains in full force, not reversed or vacated; and he insists that it is now too late, more than three years having elapsed since said decree was rendered, to sue out a writ of error to renew the same, and that said decree constitutes a good consideration, even if other sufficient reasons did not exist to move said complainant to desire to compromise all questions of his liability in said administration bond, for executing said bond or note.

By way of cross-bill, respondent charges, that said complainant is fully indemnified against any and all liability for said administrators, Hall and Douglass, and against any loss or deficiency to said estate from said administrators, the said Douglass, administrator aforesaid, having executed an indemnifying bond with his mother, Sarah Douglass, as security, and the said Hall, administrator, having executed a similar bond, with his father as security, to said complainant, to protect him from all loss or liability as security on said administration bond; and further, by way of cross-bill, respondent charges, that said complainant has already instituted suit against said Douglass, administrator, on said indemnifying bond, in the Chancery Court of Tennessee, and procured an injunction against the removal or sale of the said Sarah Douglass's property, said property greatly exceeding any liability of said complainant as security aforesaid, which has been done on account of this very judgment in favor of your respondent, and enjoined by complainant in his said bill.

Respondent prays, that the proper process may issue, and that said complainant be required on his oath, full, true, and perfect answers make to the matters and charges of this cross-bill.

To the special interrogatories addressed to him, respondent answers as follows:

To the 1st Int. He told complainant he could not get the administrators to come to a settlement, except through the Probate Court, in the way respondent proceeded; his object was, through complainant, to compel a settlement, seeking first to get it out of the administrators, if they failed to pay what was found due, then proceed against complainant, but never to release complainant, and he never told complainant to give himself no trouble about the matter.

To the 2d Int. He answers, that he had conversations with Gen'l Hall, to the effect of his answer above to the first interrogatory, but none different in tenor and effect therefrom; has already admitted that if it was possible to coerce payment out of said administrators with as little annoyance to complainant as could be given, but not by any means to release him without satisfactory consideration. He did not authorize or request Gen'l Hall to write to complainant upon the subject. May have known that complainant was in correspondence with Gen'l Hall, but did not know the contents of his letters, and never said thus and so in relation to Gen'l Hall's letters to complainant. He did not know that Gen'l Hall would write to complainant, stating that this respondent's object was not to collect from him, but to force a settlement with the administrators. Did not authorize or expect him (Hall) so to inform said complainant, and did not know that he did so inform him.

To the 3d Int. He answers, he never knew or admitted that the liability of said administrators, Hall and Douglass, to said estate, did not exceed $3000, but, as already stated, he said he would take $3000 (not admitting that sum was all that was due, for he knew better), provided all suits by Wm. E. Douglass and his mother against respondent were abated or dismissed, and costs paid by them, and a paper signed by them, as stated in a former part of this answer, approving such a compromise, which were the only terms he proposed to accept. Never agreed to take $1500 from said Douglass separately, and never refused to take that sum from complainant, saying, that he would take it from said W. E. Douglass. The only proposition he made was to take $3000, as above in a former part of his answer is stated.

To the 4th Int. He answers, that he did not know, and had no reason to believe, at the time of the statement of account by the Probate Court of Madison County, that the item in said report of $2960 84, Edwards's note and interest, was not collected by the administrators, but paid to Mrs. Sarah Glass, in discharge of a debt she had against said estate; and that such was the disposition made of it, he has heard those things from said W. E. Douglass, one of the administrators (but respondent did not believe him); who also stated that he had no voucher for it, and respondent fully believed, and now believes, that said claim was never legally probated, and that said administrators were not entitled to credit for it.

To the 5th Int. He answers, that he did not know at the time of the report aforesaid, that this Bailey judgment was not collected by the administrators, but used in payment of a just debt of the estate; he does not know it now, and cannot, therefore, say such was the fact; he was informed that such was the fact by said complainant; it may be so, and acting upon this information aforesaid of complainant, he wrote to him the letter in relation thereto, which he filed as an exhibit to his bill.

To the 5th Int. He answers, that he did not know at the time of the report, that the items of $1334 50 and $659 12 were owing, and that those sums had not been received by said administrators. He states, however, that before he had anything to do with said estate, as administrator or guardian aforesaid, he was present at the settlement of the cases of Hall and Douglass and Sarah Douglass, in Sumner County, Tennessee, in chancery, when said items were settled between the two estates of William H. Douglass and Henry L. Douglass, the said Hall and Douglass having taken out letters of administration on the estate of said Henry L. Douglass, in Tennessee, as well as in Mississippi, but first in Mississippi; and had charged themselves with said items in their account with said Probate Court of Madison County, Mississippi, and then used them in the settlement of said case in Sumner County, Tennessee; which respondent considered wholly illegal. At that time he was ignorant of the condition of said estate in Mississippi, and of said administrators having there charged themselves with said items.

To the 6th Int. He answers, that he did not have any papers connected with said items referred to in Interrogatory fifth. He came to Mississippi to qualify as administrator on said estate; some papers, purporting to be vouchers of other matters of said estate, were sent by him, all of which he presented to said Probate Court, and all of which were rejected by said Court, with the exception of one claim; the date or amount or holder of which he does not now recollect, nor does he recollect whether he presented it at that time, before, or afterwards; but he did present it. The Court said, if the proper affidavit was attached to it, they would allow it, which was afterwards done, and said claim was allowed by said Court; all of the claims or papers, purporting to be vouchers; which were sent by him, and presented to and rejected by said Probate Court, he returned to said administrators; and respondent knows of no vouchers against said estate; has none himself, nor does he know of any one who has. And this respondent expressly denies all fraud or combination wherewith he is charged by said bill; and, having fully answered, prays to be hence dismissed with his costs, &c.

United States of America, Southern District of Mississippi.

Personally appeared before the undersigned, commissioner of affi-

davits for said district, Alexander A. Cassiday, who made oath that the foregoing answers, as of his own knowledge, are true, and those derived from information of others, he believes to be true.

A. A. CASSIDAY.

Sworn to, and subscribed before me, this the 23d of December, 1853.

L. V. DIXON,
Commissioner.

Filed, December 29th, 1853.

W. H. BROWN,
Clerk.

Exhibit No. 1, *to Cassiday's Answer.*

LOUISVILLE, 2d December, 1850.

ROBERT H. CAGE, ESQ.

No news from Douglass yet; nor do I expect any. Your neglect to sue him may be the entire loss of the debt to you; had you sued at once, and been unable to make it, I would have released Mary's part; but you have not complied with the conditions of my promise, but have been doing all in your power to aid D——— to get clear, and now I look to you alone for the entire debt.

In the meantime, I will throw no obstacle in the way of a compromise. Yours, &c.

A. A. CASSIDAY.

Filed, December 29, 1853.

W. H. BROWN,
Clerk.

CAGE
v. } 248.
CASSIDY.

Motion to dissolve injunction on bill, answer, exhibits, &c. Whartons, for motions. Miles, contra.

Filed, May 1st, 1854.

W. H. BROWN,
Clerk.

Order.

R. H. CAGE,
v. } 248.
A. A. CASSIDY.

In Chancery. On motion of complainant, leave is given him to file supplemental bill, which is done.

Supplemental Bill.

Circuit Court of the United States, Ninth Circuit.

The supplemental bill, filed by R. H. Cage, of Mississippi, against

A. A. Cassidy, of the State of Kentucky, leave of the Court being obtained therefor.

To the Honorable the Circuit Judges, sitting in Chancery, for Southern District of Mississippi.

By way of supplement, and in addition to the facts heretofore stated in complainant's original bill, filed in your honorable Court on the day of , complainant states, that in the case of this complainant against said Cassidy et al., pending, at the time of filing complainant's original bill in this Court, in the Chancery Court in the State of Tennessee, further action has been had; that is, at the April Term, 1854, of said Court, by interlocutory decree, was settled the principles for the determination of all the matters in controversy, being the same in that cause as in this. By said interlocutory decree, among other things, a commissioner was appointed to hear proofs and to take and state an account to ascertain the indebtedness of the administrators of the estate of H. L. Douglass. And at the October Term, 1854, of said Chancery Court, the said cause was submitted for final hearing upon bills, answers, proofs, reports, &c., and a final decree was rendered, declaring the, among other things, that Cassidy obtained a decree in the Madison Probate Court by fraudulent artifice; that he obtained the note from Cage by the same means; that the judgment on the common law docket of your honorable Court was fraudulently obtained, and also in disobedience of the order of the said Court, which had, before then, specially enjoined him against proceeding thereon. And in said decree, defendant Cassidy ordered to enter satisfaction upon the record in your honorable Court, &c. A full and complete record in said case, with the final decree, with the proper certificate, is herewith filed and marked as Exhibit "M.," and prayed to be taken as part hereof.

Your orator would further show, that the appeal prayed for in said record, your orator is advised has been abandoned and withdrawn, as will appear by reference to Exhibit N., herewith filed and prayed to be taken as part hereof.

Your orator therefore prays, that inasmuch as all the matters in controversy in this cause have been adjudicated by a Court of competent jurisdiction, and the parties were in court by actual service of process, answered, produced their proof, and fully litigated all the points at issue between the parties in this suit, and inasmuch as said Court first acquired the equitable jurisdiction, and inasmuch as the record in said cause is certified as required by Act of Congress, and as such entitled to full faith and credit, your orator prays said Cassidy and his attorneys and agents be perpetually enjoined from enforcing the judgments described in complainant's original bill, &c., and is special interrogatories, defendant will answer,

If there has not been a final decree in the Chancery Court at Gallatin, in the cause described?

2d. Has not defendant countermanded the appeal, and directed the Clerk of said Court to make out no record?

GIBBS & BOWMAN,
SHARKEY & WITHERS,
LAWSON,
Counsel for Cage.

United States of America, Southern District of Mississippi.

On this day personally appeared before me, N. G. Nye, as Commissioner of the Circuit Court of the United States, for the Southern District of Mississippi, Robert H. Cage, who made oath in due form of law, that the matters and things stated in the within supplemental bill, as of his own knowledge, are true, and those stated on the information of others, he believes to be true.

ROBERT H. CAGE.

Sworn and subscribed before me, this 4th day of January, 1855.

N. G. NYE,
Commissioner of the Circuit Court of the United States, for the So. Dist. of Miss.

Exhibit N. to Amended Bill.

GALLATIN, Nov. 19th, 1854.

Messrs. Gibbs and Bowman: I hasten to inform you that Cassidy, in the case of Robert H. Cage *v.* him, has declined to take the appeal to the Supreme Court, consequently the decree is final in the case which we sent you the record, fully determined in our Chancery Court.

Yours, J. C. GUILD.

This is to certify, that the appeal has not been taken to the Supreme Court, as prayed for by Mr. A. A. Cassidy, in the case of Robert H. Cage against him, wife, and Henrietta Douglass, so the decree is made final.

Given at Gallatin, at office of the Chancery Court for Sumner County, Tennessee, 18th November, 1854.

N. D. SMITH,
Clerk and Master.

And afterwards, to wit, on the 18th day of January, A. D. 1855, the following order was entered upon the minutes of the Court, in the words and figures, to wit:

Order.

R. H. CAGE
v. } 248.
A. A. CASSIDY et al.

Motion to dissolve injunction on Bill, Answer, Exhibits, &c.
"Argued and submitted."

And afterwards, to wit, at the January Term of the Court aforesaid, to wit, on the 25th day of January, A.D. 1855, the following order was entered on the minutes of said Court, in the words and figures to wit:

Order.

ROBERT H. CAGE
v.
A. A. CASSIDY et al. } 248. In Chancery.

In Chancery.

Motion to dissolve injunction, submitted at a former day of the present term.

Ordered by the Court, that the motion be sustained as to the sum of five hundred and fifty dollars and forty-seven cents, being amount transferred to A. H. Handy, Esq., by A. A. Cassidy, of the judgment at law mentioned in said bill.

And it is further ordered, that the motion be overruled as to the remainder of said judgment, and cause remanded to rules.

Demurrer to Supplemental Bill.

R. H. CAGE
v.
A. A. CASSIDY. } In Chancery.

In Chancery, in the Circuit Court of the United States for the Southern District of Mississippi, at the Special Term in January, 1855.

Demurrer to the Supplemental Bill filed at this term.

And the said defendant, Cassidy, by protestation, &c., not confessing all or any of the matters and things in said supplemental bill stated to be true, in manner and form as the same are therein pleaded and set forth, doth demur to the said supplemental, and all the matters and things therein specified, and for cause of demurrer shows the following. The said supplemental bill sets up and relies upon a decree rendered in the Chancery Court for the County of Sumner in the State of Tennessee, in a certain suit instituted in said last-named Court, by said complainant, against Hall and Douglass and others, and this defendant. And this defendant avers and pleads the fact, that said last-named Court had no jurisdiction of the matters embraced in said suit, so far as the same relates to this defendant, but that they exclusively and appropriately belonged to the proper legal tribunals in the State of Mississippi, which alone had jurisdiction thereof; and therefore that said decree is wholly void, and cannot be set up against this defendant, in this Court, in this

controversy; all of which he is ready to verify, wherefore he prays judgment, &c.

WHARTONS,
Solicitors for Casseday.

I certify, that the foregoing demurrer is, in my judgment, well taken, and should be sustained.

T. J. WHARTON,
Solicitor for Defendant.

T. J. Wharton, one of the solicitors for the defendant in the within-named case, personally appeared before me in open Court, and made oath that the foregoing demurrer is not interposed for delay.

T. J. WHARTON.

Sworn to, and subscribed before me, in open Court, this the 17th day of January, 1855.

Filed, January 17th, 1855.

W. H. BROWN,
Clerk.

And afterwards, to wit, at the January Term of the Court aforesaid, to wit, on the 28th day of January, A.D. 1856, the following order was entered on the minutes of said Court, in the words and figures to wit:

Order.

R. H. CAGE
v.
A. A. CASSIDY et al. } 248.

Death of complainant Cage suggested, and suit revived by consent in the names of Albert Cage and Harry Hays, executors of said R. H. Cage, deceased.

And afterwards, to wit, on the 7th day of May, A. D. 1856, this cause was set for hearing, on demurrer to supplemental bill, by agreement.

Agreement.

R. H. CAGE'S EXECUTORS
v.
A. A. CASSIDY et al.

Set down for argument the demurrer to amended bill.

GIBBS,
For Pl'ffs.
WHARTONS.

Agreement of Counsel.

In the Circuit Court of the United States, for the Southern District of Mississippi.

ROBERT H. CAGE
v.
A. A. CASSIDY. } In Chancery.

It is agreed, that on the final hearing of the above-entitled case, all the exhibits, depositions, letters, &c., filed with the papers by complainant, may be read without further proof or authentication; and it is also agreed, that the written statement of Hon. A. H. Handy, sworn to by him, may be read by the defendant, as evidence, without the formality of taking his deposition, reserving objections on both sides, as to the competency of the evidence or documents.

SHARKEY & WITHERS,
Att'y for Cage.

WHARTONS,
For Defendant.

Filed, January 28th, 1856.

W. H. BROWN,
Clerk.

Statement of A. A. Handy.

The following are the facts and circumstances under which two judgments, in the Federal Court at Jackson, Mississippi, in favor of A. A. Cassidy and wife and A. A. Cassidy, guardian, &c., against Robert H. Cage, as surety on the administration bond of Hall and Douglass, administrators of Henry L. Douglass, deceased.

The judgments were obtained at May Term, 1850, after a vigorous defence by Cage, assisted by Douglass, who was present, and the judgments were bonded to the November Term, 1850. Cassidy appeared to be willing not coerce the money from Cage, without giving him an opportunity to make it out of Hall and Douglass; I encouraged that disposition, and was instrumental in having it carried into effect. The executions were issued on forfeited forthcoming bond, and the money would have been coerced from Cage to the May Term, 1851. I had been authorized by Cassidy not to press them, if Cage would give a note, with good security, for the payment of the money by the 1st January, 1852, with interest. The express and sole object, as I understood it, being to give Cage such time as would enable him to sue Hall and Douglass in Tennessee, and raise the money with which to pay the note.

On or about the 14th March, 1851, Cage called on me at Canton, for the purpose of carrying out the arrangement, which was to have the executions entered satisfied, so as to show he had paid the money, and thereby entitle him to sue Hall and Douglass immediately. He

spoke of no other object in making the settlement, nor did I know that he had any other object in view.

I made a calculation of the amount of the plaintiffs' money, with interest up to date. Mr. Cage said he was desirous of returning to Jackson that day, and was in great haste after making the calculation. I drew up the note for the amount of principal and interest, up to that date, payable 1st January, 1852, and intended to specify that it should bear interest from its date, which was the distinct and positive understanding. The note, however, was drawn hastily, from the reasons above stated, and was taken to Jackson to be signed by William R. Miles as surety, and by mistake, occasioned by the haste of Mr. Cage, it was omitted to specify in the note that it was to draw interest. I sent the note in a letter to the deputy marshal Fletcher, at Jackson, together with a receipt in full for the plaintiffs' money, which receipt was to take effect upon Wm. R. Miles signing the note, and its delivery to Mr. Fletcher, which was done. I did not discover the mistake, in omitting interest in the note, until after its maturity, and when discovered, I wrote to Mr. Cage stating the facts, and calling upon him to do me justice in the matter. He did not reply, and, after waiting a considerable time, I wrote to him again, but never received any reply to either of my letters, or any satisfaction upon the matter.

The note was kept by me until its maturity, and after that, by direction of Mr. Cassidy, I sued upon it in the Federal Court. I was much surprised that it was not paid, because it was taken expressly for the favor and accommodation of Cage, and with a distinct understanding that it was to be paid at maturity. I am satisfied of this, because it was through my persuasion that Cassidy agreed to the indulgence, as I believe. If there was any agreement or understanding between Cassidy and Cage, that the note was to be subject to any credits on account of Hall and Douglass's administration accounts, nothing of the kind was made known to me, either by Cassidy or Cage, and I am confident that Cassidy would not have made the arrangement with any such understanding.

At the time judgment was rendered on the note, an application was made in behalf of Cage and Miles by Miles, who was attorney for the defendant, to continue the case on account of a controversy pending in chancery in Tennessee, in which it was expected that a decree would be rendered for an amount due Hall and Douglass, which should be entered as a credit on the note of Cage and Miles. An application for an injunction was also spoken of and threatened, in the event that judgment was entered on the note. It was under these circumstances argued by me and General Miles, attorney for the defendant, that the judgment should be rendered for the amount due on the note, and that a stay of execution should be entered for an amount sufficient to cover the sum which appeared by the transcript of the record of the suit in Tennessee, was claimed in behalf of

Hall and Douglass, and a stay was thereupon entered for about $4000, for such time as was thought to be sufficient to enable the parties to ascertain, whether it was a legal and proper subject of credit on the judgment. The agreement for a stay was not intended as an admission of the credit, or that the sum stayed should be a credit; but, in order to prevent the whole judgment from being enjoined, when a credit was claimed for only a part of it. Upon reflection, I recollect that General Miles presented to the Court a transcript of the record of the suit in chancery in Tennessee, and upon it asked a continuance, which the Court refused. He then informed me that he would apply for an injunction upon the judgment, and therefore the argument for a stay was made between him and me under the circumstances above stated.

I am confident, that it was not Cassidy's purpose in agreeing to taking the note in payment of the judgments, to give time to Cage and Hall and Douglass to ascertain credits due to H. and D.; and that Cassidy would not have agreed to it, but with the understanding that the note should be paid at maturity, and that such was not the declared object of Mr. Cage, either to Cassidy or to me. But Cassidy always said that he was willing to allow any sums for which Hall and Douglass had proper and legal vouchers for moneys paid by them, or allowed on claims duly probated and established against the estate of Henry L. Douglass; Cassidy had always expressed his willingness to do this both to me and I believe to Cage and Hall and Douglass. But I do not believe from my knowledge of the circumstances that any such understanding was made with special reference to the satisfaction of the judgments and the execution of the notes, because that was brought about mainly by me; and the purpose was as distinctly recognized by Mr. Cage, to enable him to raise the money by suit against Hall and Douglass in Tennessee, for money paid by him, as their surety, which it was believed could be done by the time of maturity of the note. And to this end, it was necessary that it should be shown, that he had paid the executions here. It was understood, when he left me for the purpose of going to Jackson to complete the settlement, that he would immediately obtain transcripts of the judgments to be sent to Tennessee for suit in furtherance of the object above stated.

A. H. HANDY.

And afterwards, to wit, at the May Term of the Court aforesaid, to wit, on the 13th day of May, A.D. 1856, the following order was entered on the minutes of said Court in the words and figures, to wit:

Order.

R. H. CAGE
v.
A. A. CASSIDY et al. } 248. In Chancery.

Submitted on demurrer to supplemental bill.

And afterwards, to wit, at the May Term of the Court aforesaid, to wit, on the 15th day of May, A.D. 1856, the following order was entered on the minutes of said Court in the words and figures to wit:

Order.

R. H. CAGE
v.
A. A. CASSIDY et al. } 248. In Chancery.

Submitted at a former day of the present term on demurrer to the supplemental bill.

Ordered by the Court, that the demurrer be overruled and leave given to file answer; and cause remanded to the rules.

Agreement of Solicitors.

R. H. CAGE
v.
A. A. CASSIDY. } 248.

I will on the hearing admit, that the allegations of the amended bill, as to the disposition of the case in Tennessee, referred to therein, are true.

T. J. WHARTON.

We waive the filing of an answer to the said amended bill.

SHARKEY and WITHERS,
For Complainants.

And afterwards, to wit, at the November Rules, A. D. 1856, said cause was set for hearing on bill, amended bill, answers, exhibits, and proofs, id di.

And afterwards, to wit, at the November Term of the Court aforesaid, to wit, on the 5th day of November, A. D. 1856, the following order was entered on the minutes of said Court, in the words and figures to wit.

Order.

R. H. CAGE
v.
A. A. CASSIDY et al. } 248.

In Chancery. Cause remanded to Rules, and time extended for taking testimony four months.

Agreement of Counsel.

R. H. CAGE
v.
A. A. CASSIDY. } 248.

In the Circuit Court of the United States, for the Southern District of Mississippi. On the Chancery side.

It is agreed, between the undersigned, that the complainant, on

the hearing, may use any testimony contained in the record from the Chancery Court of Tennessee, connected with the administration of Hall and Douglass, as administrators of H. L. Douglass, deceased, subject only to objections to its competency; the said testimony to be received as if taken formally under the acts of Congress in this particular cause. It is further agreed, that an informal, unsworn answer may be filed on behalf of said defendant to the amended bill of the complainant, said answer admitting the facts to be true, as stand in said amended bill, but denying all fraud, if any is charged therein, and that said cause may be set down for final hearing at the May Term, 1857.

SHARKEY & WITHERS,
For Defendants.

WHARTONS,
Sol'rs for Cassidy.

Filed, April 6th, 1857.

W. H. BROWN,
Clerk.

And afterwards, to wit, at the April Rules, A. D. 1857, said cause was set for hearing on bill, exhibits, answers, and proof by agreement.

Agreement of Counsel.

R. H. CAGE
v.
A. A. CASSIDY et al. } 248.

In the Circuit Court of the United States, for the Southern District of Mississippi.

It is admitted that proof, before the Chancery Court of Tennessee, was sufficient to establish the state of accounts of Hall and Douglass, as administrators of H. L. Douglass, in Mississippi and Tennessee, as decreed by the Chancellor in the Tennessee case filed in this cause as an exhibit. This agreement is made in order to dispense with obtaining a copy of the proof before the Chancery Court of Tennessee, or retaking the depositions of witnesses. In other words, all that is intended to be admitted hereby, and that is admitted, that the decree of said Chancery Court was supported by the proof.

WHARTONS,
Sol'rs for Cassidy.

Filed, May 7th, 1857.

W. H. BROWN,
Clerk.

And afterwards, to wit, at the May Term, 1857, of the Court aforesaid, to wit, on the 8th day of May, A.D. 1857, the following order was entered on the minutes of said Court, in the words and figures to wit.

Order.

R. H. CAGE et al.
v.
A. A. CASSIDY et al.

No. 5, Chancery Docket, Chancery. Argued and submitted on final hearing.

Final Decree.

R. H. CAGE
v.
A. A. CASSIDY et al. } In Chancery.

This cause having been submitted at a former term of this Court for final hearing on original and amended bills, and bills of revivor, answers, exhibits, and proofs, since which time the same has been held under advisement, and the Court being now fully advised thereof, and because it doth appear, to the satisfaction of the Court, that the injunction heretofore issued herein was imprudently granted, and that nothing contained in said bills entitles the complainants therein to the relief sought thereby, doth now order, adjudge, and decree, that said injunction be dissolved, and said bill be dismissed, and that said defendant Cassidy be permitted to sue out executions at law upon the judgments of this Court, restrained by said injunction.

It is further ordered, that said complainant pay the costs of this suit to be taxed.

Ordered, adjudged, and decreed, on this the 10th day of November, 1857.

S. J. GHOLSON.

From which decree the complainants prays an appeal to the Supreme Court of the United States, which is granted upon their entering into bond according to law with Q. D. Gibbs and J. W. Barnett, which said bond is hereby approved.

Appeal Bond.

Know all men by these presents, that we, Albert H. Cage, Quesney D. Gibbs, and James W. Barnett, are held and firmly bound unto Alexander A. Cassidy in the just and full sum of eighteen thousand two hundred and fifty dollars, lawful money of the United States, to be paid to the said Alexander A. Cassidy, his lawful attorney, executors, administrators, or assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents,

sealed with our seals, and dated this 13th day of November, A.D. one thousand eight hundred and fifty-seven.

The condition of this obligation is such, that whereas at a term of the Circuit Court of the United States for the Southern District of Mississippi, commenced and held at the City of Jackson, the first Monday of November, A.D. one thousand eight hundred and fifty-seven, a final decree was rendered by the said Court, sitting in chancery, dissolving the injunction, and dismissing the bill in the case of Robert H. Cage's Executors *v.* Alexander A. Cassidy and others, which said injunction was granted to restrain all proceedings under and by virtue of a certain judgment, rendered in said Court, in which the said Alexander A. Cassidy is plaintiff, and Robert H. Cage et al. are defendants. Judgment rendered on the 3d day of November, A.D. 1852, for debt, $6822 87, and damages, $341 15, with interest thereon at the rate of six per centum per annum, and costs of suit, upon which said judgment there is a credit entered on the 1st of May, 1855, for the sum of $685 30.

And whereas, the said Albert H. Cage, one of the executors of the last will and testament of the said Robert H. Cage, deceased, has prayed for and obtained an appeal therefrom to the Supreme Court of the United States, which appeal is granted upon his executing this bond according to law, with the above-named Quesney D. Gibbs and James W. Barnett, as his sureties herein.

Now if the said Albert H. Cage shall prosecute his said appeal to effect, and shall well and truly pay and satisfy the amount of said judgment, and all such damages, interests, and costs as the said Supreme Court of the United States shall adjudge in the premises. If he, the said Albert H. Cage, shall fail to make his plea good, then, and in that case, this obligation to be void; otherwise to remain in full force and virtue.

ALBERT H. CAGE, [SEAL.]
Q. D. GIBBS, [SEAL.]
Per ALBERT H. CAGE,
Attorney in fact.
J. W. BARNETT, [SEAL.]
Per ALBERT H. CAGE,
Attorney in fact.

Power of Attorney.

State of Mississippi, Yazoo County.

Know all men by these presents, that we, Q. D. Gibbs and J. W. Barnett, hereby nominate, constitute, and appoint Albert H. Cage for us, and in our name to sign, seal, and deliver any bond which may be necessary in the prosecution of an appeal in the case of R. H. Cage, Executors, *v.* A. A. Cassidy et al., lately pending and directed in the United States Court for the Southern District of